State of California

Form CETA-VE-4
(6-79)
2 originals
5 copies

CETA Financial Agreement
Project Application to Provide Vocational Education Services

Under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204)

See reverse side of this page for assurances.

BL

YOLO COUNTY AGREEMENT
NO. 80-411

Prime sponsor 204 (C) (2)

Project agreement number 8 0 0 3 8 0 2 0 0 0 5 4 8 0 5

Project title Employment & Education/Information & Referral Service

Modification number One

Approved date 9-26-80

Deliverer of services Yolo County Manpower Div., 500 First St., Woodland (916) 666-8593
Administrative office — Address — Phone number

Site Project Move 313 4th St. Woodland California 95695 (916) 666-0925
Services site — Address — Phone number

Contact person Nancy Carlton Chief, Participant Services (916) 666-8484
Title — Phone number

1. Summary of plan of service or modification

Modification #1 requests intra budgeting changes to provide for items either overlooked or under estimated in the original application. No change in total project cost.

2. Estimated costs by categories

Cost category	Code	Estimated costs: Prior	Modification (+ or)	New
Administration	306	1,353		1,353
Training	307			
Allowances	308			
Services	309	12,174		12,174
Total		13,527		13,527

3. Estimated costs by project activities

Project activity	Code	Estimated costs
Classroom training	317	$
Services/participants	318	$ 13,527

4. Requested starting date 5-5-80
Requested ending date 9-30-80
Number of participants to be served 200

5. Project costs

Object of expenditure classification (See *California School Accounting Manual*, Part III.)	Cost categories: Administration (A) 306	Training (B) 307	Allowances (C) 308	Services (D) 309	Total (E)
1000 Certificated Salaries					
2000 Classified Salaries				*5,210	*5,210
3000 Employee Benefits				*2,252	*2,252
4000 Books, Supplies, and Equipment Replacement				*2,118	*2,118
5000 Contracted Services and Other Operating Expenses	1353			*2,594	*3,947
6000 Capital Outlay (Sites, Buildings, Books, and New Equipment)					
7000 Other Outgo					
Totals	1,353			12,174	13,527

6. The attached Plan of Services (Form CETA-VE-5); Analytical Statement of Project Cost Estimate (Form CETA-VE-6-A); Project Application Operations Plan (Form CETA-VE-7); and Statement of Assurances (on reverse side) constitute a firm proposal to provide needed vocational education services under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204).

Signed [signature] Date DEC 2 1980 Phone (916) 666-8407

Name TWYLA J. THOMPSON Title Chairman, Board of Supervisors
Authorized officer — County of Yolo

FOR STATE DEPARTMENT OF EDUCATION USE ONLY

7. Approved by:

Signed _____ Date _____

Name _____ Title _____

State of California

CETA-VI-6A
(6-79)
2 originals
5 copies

CETA Financial Agreement

Analytical Statement of Project Cost Estimate

Under the
Comprehensive Employment and Training Act Amendments of 1978
(P.L. 95-524, Section 204)

See reverse side for instructions.

Project agreement number: 8 0 0 3 8 0 2 0 0 0 5 4 8 0 5

Modification number: ONE

Approved date: 9-26-80

Name of deliverer of services: Yolo County Manpower Division

Object of expenditure classification			Estimated cost by category				
Major classification number	Subclassification number	Name of classification and description (Show computation and basis)	Administration A	Training B	Allowances C	Services D	Total E
2000		Classified Salaries					* 5,210
	2900	Other Classified Salaries 1042 x 5 mos. = 5210				* 5,210	
3000		Employee Benefits 43% x 5210 = 2252 Includes PERS, Social Security, Health, Unemployment, Workers Compensation.				2,252	2,252
4000	4500	Books, Supplies, etc. Computer Paper $1,000 Postage = 200 Office Supplies = 105 Reference Materials = 813				* 2,118	* 2,118
5000		Contracted Services					* 3,947
		Phone Installation $150 + 7 mos. = 1,144				1,144	
		Computer Maint. 100 x 7 mos. = 700				700	
		Staff Travel @ $150 mo. x 5 = 750				* 750	
		Administration Estimated cost of supervision, personnel, payroll, accounting, etc.	1,353				
		Totals	1,353			12,174	13,527

Instructions

Use as many sheets of Form CETA-VE-6A as required. Number each sheet in the space provided at the upper right corner of the form.

Project agreement number—The project agreement number will be provided by the Manpower Education Section.

Modification number—This space will be left blank for an initial agreement. Assign numbers in consecutive order if this is a modification.

Major classification number—Enter the major object of expenditure classification number applicable to this project from the *California School Accounting Manual*, Part III.*

Subclassification number—Enter the object of expenditure subclassification number from the *California School Accounting Manual*, Part III.*

Name of classification and description—Enter the title of the major object of expenditure classification or subclassification, as appropriate, from the *California School Accounting Manual*, Part III.*

Below the classification or subclassification title, provide a brief analytical basis and computation for estimated costs.

Estimated cost by category—In columns A, B, C, and D, enter the amounts for each object of expenditure subclassification on the appropriate lines. In column E enter the amount for each object of expenditure classification on the appropriate lines. Continue in this manner until all estimated costs for the project have been entered. Total all amounts in columns A, B, C, D, and E on each sheet. Carry forward to next sheet, and enter *grand total* on last sheet.

Example:

Object of expenditure classification			Estimated cost by category				
Major classification number	Subclassification number	Name of classification and description (Show computation and basis.)	Administration A	Training B	Allowances C	Services D	Total E
1000		Certificated Salaries					$4,300
	1100	Teachers' Salaries . . . . . (One instructor at $6 per hour, times 30 hours per week, times 20 weeks equals $3,600.)		$3,600			
	1300	Supervisors' Salaries . . . . . (One coordinator at $7 per hour, times five hours per week, times 20 weeks equals $700.)	$700				
4000		Books, Supplies, and Equipment Replacement . . .					240
	4300	Instructional Supplies . . . . . (Tests, paper, and pencils at $12 per student, times 20 students equals $240.)		240			
		Total	$700	$3,840			$4,540

*If the deliverer of services is a California community college, the object of expenditure information will conform with object categories in the California Community Colleges *Budget and Accounting Manual*.

TITLE TO NONEXPENDABLE PERSONAL PROPERTY, ACQUIRED WHOLLY OR IN PART WITH FUNDS PROVIDED UNDER THE SPECIAL GRANT TO THE GOVERNOR IN THE COMPREHENSIVE EMPLOYMENT AND TRAINING ACT, SHALL BE VESTED IN THE STATE OF CALIFORNIA.

NOTE ON EQUIPMENT: If funds for major equipment ($150 or over per item) are included in the project cost estimate, a list of requested equipment (Form CETA-VE-6B) shall be attached to the CETA-VE-6A form.

Only equipment approved in this project shall be purchased with funds available in this project. If substitution is necessary, contact the Manpower Education Consultant in the Regional Office. He will determine if suitable equipment can be transferred to your program in lieu of purchasing new equipment.

F78-246 (Reprint) DE11769 3-80 300

BK

MODIFICATION #

AGREEMENT NO. 80-412

REQUEST FOR MODIFICATION TO CONTRACT # 80-326 REQUEST DATE 11-13-80

CETA TITLE: IID Public Service Employment CORRESPONDS TO ANNUAL PLAN MOD # -0-

PROGRAM NAME: Rural Research Access Project MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[X] Unchanged [ ] Increased by $_____ [ ] Decreased by $_____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To add Special Conditions to the contract limiting the activity of the CETA participant

FILED

JAN 23 1981

PETER McNAMEE, Clerk
By Anna M. Calvo
DEPUTY

MODIFICATION

The attached Special Conditions are added to the contract

$17,790
New grant total and fixed price

Signature of program operator 12-19-80
Date

Recommendation and/or comments by staff: [✓] Approve [ ] Disapprove

Recommendation of the MAPC: [✓] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer DEC 2 1980
Date

10-01-80
Effective date of modification

Special Conditions

The Rural Research Access Project agrees to absolutely segregate the functions of the CETA funded Clerk Typist position from any direct or overt political involvement that it has, including, but not limited to the newsletter "Winds of Change." The Clerk Typist position will not be used to provide any clerical support activities or other activities for any political advocacy or other political activities, and will be used only to provide public services in relation to conservation, energy, and environmental education activities.

COUNTY OF YOLO

BK,

Subgrant Signature Sheet

Title IID PSE

Agreement/ Subgrant No. 80-413

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee University of California, Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: University of California at Davis, Title IID Clerical Training Program		
MAILING ADDRESS	: 312 Mrak Hall		
CITY & STATE	: Davis, CA 95616	PHONE :	752-7301
PROGRAM DIRECTOR	: Bobbie Hasselbring		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $290,376.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature		By Signature Twyla J. Thompson	
Name and Title	Date	Name and Title	Date
		TWYLA J. THOMPSON, Chairman Yolo County Board of Supervisors	DEC 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the University of Californa at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of Work to be Performed

(i) Operating Budget

(j) Enrollment and Termination Plan

(k)

(l)

(m)

(n)

(o)

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-413.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson

(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

_____

(Legal Name of SUBGRANTEE)

_____

(Signature of Authorized Officer)

_____ 19____ _____

(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

_____

Authorized Signature

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____ 19_____

(Legal Name of SUBGRANTEE) (Date)

_____

(Signature of Authorized Officer)

_____

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR. County Administrative Officer	BETSY A. MARCHAND Chairman Yolo County Board of Supervisors
Date:_____	Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos especfficos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

_____

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

The University of California, Davis will develop and implement a clerical preparation program for CETA eligible persons through the Public Service Employment Program (CETA IID) that will provide clerical skills training and public service employment in cooperation with the Yolo County Prime Sponsor. Those persons who successfully complete the training will be hired into clerical positions at the University.

The clerical preparation program will be developed and implemented for 30 participants. This program will have two phases:

- Clerical skills training; and
- Public Service Employment

Clerical Skills Training

The clerical skills training phase will consist of intensive clerical instruction covering a variety of skills needed by successful clerical workers at the University. The clerical skills training phase will accommodate approximately fifteen participants at any one time. The group will be open ended, that is with participants entering as spaces become available and leaving at anytime they are prepared to move into the employment experience phase. However, the maximum length of time in this phase will be eight months and average time will be six months.

The clerical skills training will include, but not be limited to, the following subjects:

- Typing
- Math
- English
  - Grammar
  - Punctuation
  - Handwriting
  - Spelling
  - Reference Manuals and Dictionaries
- Business Communications
  - Telephone Procedures
  - Oral Communications
  - Written Communications
  - Getting Along with Others
  - Assertiveness
- Filing
- Record Keeping
- Duplication Machines
- Calculator
- Speedwriting
- Machine Transcribing
- GED Preparation
- Job Finding Skills
  - Interviewing
  - Resume Writing
  - Application Process

Public Service Employment

Upon successful completion of the clerical skills training phase, the University will phase participants into CETA Title IID clerical public service employment positions in University departments. Placement will occur in either of two ways. The preferred method of placement into a public service position will be through a limited open hiring process. Through this process, only those CETA participants who are at or near completion of the clerical skills training phase will be referred to interview for a clerical opening. A participant who is selected through this process will be transitioned into unsubsidized employment upon successful completion of the public service employment

phase of the training. A second method of placement with public service employment will be used whenever the participant is unsuccessful in obtaining a position through the preferred method. This second method will involve the development of a PSE position in a department where hiring and transition is highly likely and the placement of a participant into that position. Every effort will be made to avoid placing participants in departments where former PSE participants have reached their 18 month limitation and not secured unsubsidized employment. Participants placed through this process will be kept informed of all clerical openings at the University and will be encouraged to apply and interview for these positions.

In the event that it appears unlikely that a participant will transition into unsubsidized employment before reaching the 18 month limitation on public service employment, the University will inform the Yolo County Prime Sponsor in writing 3 months prior to reaching the 18 month limitation for possible referral back to the Prime Sponsor and into other employment and training programs and services.

Selection and Referral of Participants

The initial outreach, recruitment, eligibility determination, and referral of participants into the clerical preparation program will be made by the Prime Sponsor.

The University will inform the Participant Services Section of the Prime Sponsor of the availability of training slots. The PSS will select and refer participants into the clerical class. The University will accept all referrals up to the maximum number specified in this subgrant.

Employment Development Plan (EDP)

The Participant Services Section of the Prime Sponsor will develop the first four sessions of the Employment Development Plan which includes the assessment data, the barriers to employment, the specific employment and training needs, and the specific services and activities to be developed to meet these needs. The participant will be referred to the clerical preparations program in accordance with the plan. A copy of the plan will be sent by the Participant Services Section along with the participant referred.

The University will develop the fifth section of the EDP - an individualized training plan. The initial training plan will cover those clerical skill training areas in which training is needed by the participant. A copy of the plan will be returned to the Participant Services Section of the Prime Sponsor. During the clerical skills training phase, written evaluations will be completed monthly on each trainee by the clerical instructor. A second training plan will be developed after the participant is placed into a Public Service Employment position. This plan will cover additional training to be received in the PSE position and also an individualized schedule for transition into unsubsidized employment. A copy of this plan will also be sent to the PSB. During training, written evaluations are completed monthly on the participant by the immediate supervisor and the training plan is updated as needed.

Reporting Requirements

In addition to reporting requirements listed in other sections of this contract, the University will file monthly reports with the Monitoring and Technical Assistance Branch of the Prime Sponsor. The reports will show current end-of-month and cumulative year-to-date names, social security numbers, and for PSE phase participants, the department of participants in the following categories:

1. Participants enrolled in clerical training phase.

2. Participants enrolled in public service employment phase
    a. through limited open hire process
    b. through job development and placement process
3. Participants placed into unsubsidized employment

In addition, for each participant terminated, the University will providing the following information so that the Prime Sponsor can complete its termination forms:

1. Participant Name;
2. Social Security Number;
3. Last date of subsidized employment;
4. For those who obtain unsubsidized employment
    a. Name, address, phone number of employer (or department);
    b. Name of position served;
    c. Dictionary of Occupational Titles Code for position secured;
    d. starting hourly wage;
    e. hours/week of employment;
    f. anticipated duration of employment;
    g. any new address, phone, etc. on participant; and
    h. whether or not the position secured is related to the CETA training;
5. For those participants who do not complete training, or who do not obtain unsubsidized employment
    a. reason for leaving the program;
    b. any positive outcome (if known and verified); and
    c. any new address, phase, etc. on participant.

Property

The Prime Sponsor will make clerical training equipment on loan from the State Department of Education - Vocational Education available to U. C. Davis under a separate agreement.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II PSE

CONTRACT NO.

[x] ORIGINAL [ ] REVISION NO.

DATE November 12, 1980

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, Ca. 95616

Contact Person: Bobbie Hasselbring
Phone 752-7301
Period: From 10-1-80 To 09-30-81
Program Name: Clerical Training Program

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	549					11,752			12,301
NOV.	549					14,935			15,484
DEC.	549					18,320			18,869
JAN.	550					20,136			20,686
FEB.	550					23,216			23,766
MAR.	551					24,583			25,134
APR.	551					27,792			28,343
MAY	555					27,792			28,347
JUNE	554					27,790			28,344
JULY	574					29,125			29,699
AUG.	575					29,124			29,699
SEPT.	578					29,126			29,704
TOTAL	6685					283,691			290,376

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	549		7,755	995	2,148	854		12,301
NOV.	549		10,575	1,357	2,149	854		15,484
DEC.	549		11,280	1,448	4,738	854		18,869
JAN.	550		12,690	1,629	4,963	854		20,686
FEB.	550		15,510	1,990	4,862	854		23,766
MAR.	551		18,303	2,352	3,073	855		25,134
APR.	551		21,150	2,714	3,073	855		28,343
MAY	555		21,150	2,714	3,074	854		28,347
JUNE	554		21,150	2,714	3,072	854		28,344
JULY	574		22,208	2,850	3,174	893		29,699
AUG.	575		22,208	2,850	3,173	893		29,699
SEPT.	578		22,208	2,850	3,176	892		29,704
TOTAL	6685		206,187	26,463	40,675	10,366		290,376

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Alison G. Marr - Dean--Graduate Studies & Research
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 11-26-80

CETA Director — Date

OPERATING BUDGET

CONTRACT NO. _____

U.C. Davis-S.I.E.P.
312 Meak Hall
Davis, Ca. 95616

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	4700	387	387	387	387
FRINGE BENEFITS	1738	142	142	142	143
Vacation/Holidays	497	41	41	41	41
Workers' Compensation	49	4	4	4	4
Retirement/FICA	865	71	71	71	71
Health & Life Insurance	294	24	24	24	24
Unemployment Compensation Insurance	33	2	2	2	3
TRAVEL/TRAINING					
Mileage Reimbursement	247	20	20	20	20
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	6608	549	549	549	550

[illegible]

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
387	387	387	388	387	405	405	406
143	143	143	146	146	148	149	151
41	41	41	42	42	42	42	42
4	4	4	4	4	4	4	5
71	71	71	72	72	74	75	75
24	24	24	25	25	25	25	26
3	3	3	3	3	3	3	3
20	21	21	21	21	21	21	21
550	551	551	559	564	574	575	578

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE NAME AND ADDRESS

U.C. Davis -- S.T.E.P.

312 Mrak Hall

Davis, Ca. 95616

PSE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	206,214	7755	10575	11280	12690
FRINGE BENEFITS	26,463	995	1357	1448	1629
F.I.C.A.					
Workers' Compensation Insurance	2,166	82	111	119	133
Other	24,297	913	1246	1329	1496
TRAINING	40,675	2148	2149	4738	4963
Staff Salaries	19,739	1625	1625	1625	1625
Staff Fringe Benefits	6,119	503	503	504	504
Staff Travel	247	20	21	20	21
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost	8,000			800	800
Supplies	1,000			333	334
Telephone	1,000				200
Books & Educational Aids	3,000			1000	1000
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment	1,370			456	457
Unclassified Training Cost	200				22
SERVICES	10366	854	854	854	854
Staff Salaries	7725	636	636	636	636
Staff Fringe Benefits	2394	197	197	197	197
Staff Travel	247	21	21	21	21
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - PSE	283,718	11,752	14,935	18,320	20,136

10-d (revised 10/79)

PSE

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis--S.T.E.P.
312 Mrak Hall
Davis, CA 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
15510	18330	21150	21150	21150	22208	22208	22208
1990	2352	2714	2714	2714	2850	2850	2850
163	193	222	222	222	233	233	233
1827	2159	2492	2492	2492	2617	2617	2617
4862	3073	3073	3074	3072	3174	3173	3176
1626	1626	1626	1626	1625	1703	1703	1704
504	504	504	504	504	528	528	529
20	21	20	21	21	21	20	21
800	800	800	800	800	800	800	800
333	---	---	---	---	---	---	---
100	100	100	100	100	100	100	100
1000	---	---	---	---	---	---	---
457	---	---	---	---	---	---	---
22	22	23	23	22	22	22	22
854	855	855	854	854	893	893	892
636	636	636	636	637	667	667	666
197	198	198	198	197	206	206	206
21	21	21	20	20	20	20	20
23,216	24,610	27,792	27,792	27,790	29,125	29,124	29,126

Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name: CLERICAL TRAINING PROGRAM
3. Position Title: CLERICAL TRAINEE
4. Date Submitted: Oct. 28, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary per month		
a. Base Salary	$ 705	$ 705
b. Additional Holday Pay	$ 705	$ 705
c. Additional Shift Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security ..... %.....	$	$
b. Medical Insurance @ 5.23	$ 36.87	$ 36.87
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation @.105%		
Rate X Experience Rating X (Salary ÷ 100)		
____ X _____ X _____ = ...	$ 7.40	$ 7.40
f. Mileage		
_____ miles @ _____ per mile	$	$
g. Other (specify)		
Life Insurance @ .10%	.71	.71
Non Inducstial Disability @ .29%	$ 2.05	$ 2.05
Accrued Vacation @ 6.16%	$ 43.43	$ 43.43
10. Total Fringe Benefits Cost	$ 90.46	$ 90.46
11. Total Position Cost	$795.46	$ 795.46
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date July , 1981	$ 35.25	$ 35.25
_____ % Effective Date _____	$	$
b. Step Increases		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	$ 8,550.75	$ 8,550.75
b. Fringe Benefits	$ 1,097.22	$ 1,097.22
c. Total	$ 9,647.97	$ 9,647.97

14. No. of Positions being requested 30

Prepared by: ROBIN HASSELBRING

PSE
OPERATING BUDGET ADDENUM

	TOTAL	OCT.	NOV.	DEC.	JAN.
Participant Training Wages	127,050	7755	10575	10575	10575
Participant Training Fringes	16,308	995	1357	1357	1358
Participant Work Wages	79,137	-0-	-0-	705	2115
Participant Work Fringes	10,155	-0-	-0-	91	271

	FEB.	MAR.	APRIL	MAY	JUNE
Participant Training Wages	10575	11958	10575	10575	10575
Participant Training Fringes	1357	1538	1357	1357	1357
Participant Work Wages	4935	6345	10575	10575	10575
Participant Work Fringes	633	814	1357	1357	1357

	JULY	AUG.	SEPT.
Participant Training Wages	11104	11104	11104
Participant Trianing Fringes	1425	1425	1425
Participant Work Wages	11104	11104	11104
Participant Work Fringes	1425	1425	1425

U.C. Davis
312 Mrak Hall
Davis, Ca. 95616
Phone 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From Oct. 1,1980 To Sept. 30, 1981

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT
Sr. Personnel Analyst	1995	25	9	4489		4489	2244	2245	2245				
" " "	2092	25	3	1569		1569	785	784	784				
Asst Per Analyst	1376	100	9	12384		12384		12384	12384				
" " "	1442	100	3	4326		4326		4326	4326				
Personnel Analyst	1995	25	9	4489		4489		4489				4489	
" " "	2092	25	3	1569		1569		1569				1569	
Personnel Asst I	1102	25	9	2480		2480	1240	1240				1240	
" " "	1149	25	3	862		862	431	431				431	
TOTAL				32,168		32,168	4700	27,468	19,739			7729	

SUBGRANTEE NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From Oct. 1,1980 To Sept. 30,1981

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Coordinator--Sr. Per. Analyst	25	52	.19	247					247	247
Clerical Skills Trainer-Ass P.A	25	52	.19		247					247
Personnel Asst I	25	52	.19		247					247
TOTALS				247	494				247	494

SUBGRANTEE NAME AND ADDRESS

U. C. Davis

312 Mrak Hall

Davis, CA 95616

PHONE 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-01-80 To 09-30-81

Contract No.

TRAINING EQUIPMENT

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
4	Desks		155	620
1	Teacher's Desk		226	226
1	Teacher's Chair		110	110
3	Calculators		100	300
1	Supply Cabinet		114	114
	TOTAL			1,370

SUBGRANTEE NAME AND ADDRESS

U.C. Davis

312 mrak Hall

Davis, Ca. 95616

PHONE 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From Oct. 1,1980 To Sept. 30, 1981 Contract No.

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
	N/A			
	TOTAL			

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

PHONE 752-7301

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From Oct. 1,1980 To Sept. 30, 1981 Contract No.

OFFICE EQUIPMENT

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
	TOTAL			

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IID

Program: CLERICAL TRAINING	[x] Original	[ ] Revision #
Fiscal Year: 1980-81	Date	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	11	15	16	18	22	26	30	30	30	30	30	30
B. Total Enrollments by Month.....												
1. New Enrollment.....	11	4	1	2	4	4	4	0	0	0	0	0
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	0	0	0	0	0	0	0	0	0	0	0
D. Total Terminations by Month.....	0	0	0	0	0	0	0	0	0	0	0	0
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	11	15	16	18	22	26	30	30	30	30	30	30

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IID PSE

Program: UCD Clerical Training Program	[X] Original	[ ] Revision #_____
Fiscal Year: 1980-81	Date: 11-13-80	Annual Plan Mod. #_____

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		11	15	16	18	22	26	30	30	30	30	30	30
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	10	1	2	2	2	2	3	3					
B. Female	90	10	13	14	16	20	23	27					
C. 19 and Under	5	1	1	1	1	1	1	1					
D. 20 - 21	17	2	3	3	3	4	4	5					
E. 22 - 44	67	7	10	11	11	14	18	21					
F. 45 - 54	7	1	1	1	1	1	2	2					
G. 55 and Over	4	0	0	0	1	1	1	1					
H. White-not Hispanic	61	7	9	10	11	13	15	18					
I. Black-not Hispanic	4	1	1	1	1	1	1	1					
J. Hispanic	30	3	5	5	5	7	8	9					
K. American Indian	2	0	0	0	0	0	1	1					
L. Asian-Pacific Islander	3	0	0	0	1	1	1	1					
III. Target Groups													
A. Handicapped	5	1	1	1	1	1	1	1					
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI Projects

Agreement/ Subgrant No. 80-414

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Economic Opportunity Commission of Yolo County, Inc.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Economic Opportunity Commission of Yolo County, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
JAN 23 1981
PETER McNAMEE, Clerk
By Anna M. Cabral
DEPUTY

PROGRAM	: Save Energy
MAILING ADDRESS	: 422 College Street
CITY & STATE	: Woodland, CA 95695 PHONE : 666-0981
PROGRAM DIRECTOR	: Audrey Smith

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 15, 1980.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $33,947.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature X Twyla J. Thompson
Name and Title Date	Name and Title Date DEC 2 1980 Twyla J. Thompson, Chairman Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 15th day of December 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Economic Opportunity Commission of Yolo County, Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Economic Opportunity Commission of Yolo County, Inc. is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of Work to be Performed

(i) Operating Budget

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 15, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 33,947, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-414.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Twyla J. Thompson

(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

_____

(Legal Name of SUBGRANTEE)

X [illegible]

(Signature of Authorized Officer)

_____ 19____ _____

(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

_____

Name of Subgrantee

_____

Authorized Signature

_____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

_____ _____19_____
(Legal Name of SUBGRANTEE) (Date)

_____
(Signature of Authorized Officer)

_____
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR. County Administrative Officer	BETSY A. MARCHAND Chairman Yolo County Board of Supervisors
Date:_____	Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer ' . required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

_____
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

This project proposes to utilize four (4) CETA Title VI participants to weatherize homes for energy conservation and to make minor home repairs connected with saving energy and weatherization. This project's activities include minor repairs, carpentry, and weatherization on a total of 50 housing units during the period from December 15, 1980 to September 30, 1981.

The project will perform home weatherization and repair activities on low-income housing in Yolo County. EOCYC, Inc. will verify the eligibility of the low-income persons to receive services using present forms. Forms verifying the income of the homes receiving repair and weatherization services will be retained in clients' files. Copies of forms used are attached.

During the project term when weatherization activities cannot be performed due to weather or other unforeseen conditions, participants will conduct outreach activities for the weatherization program. Training activities will also take place when actual weatherization is not being performed. Training will include: Stockton Weatherization Training Center, Red Cross, and supplementary skills training provided through and in conjunction with the Manpower Office.

The Energy Director will submit reports on March 31, 1981, June 30, 1981, and September 30, 1981 containing a comparison of the number of homes planned versus the number of homes actually weatherized.

PSE Project

Goals	OBJECTIVES
1. Train four (4) participants in the basic working knowledge of weatherization in accordance with Project Retro-Tech/Building Check and Job Order sheet.	1.1 By March 31, 1981 have sent four (4) participants through the Stockton Weatherization Center to obtain training in the necessary skills
2. Weatherize 50 homes occupied by low income and elderly persons.	2.1 Select and train work crews. 2.2 Select homes to be weatherized. 2.3 Inspect eligible homes for estimate on actual work to be performed. 2.4 Weatherize homes in accordance with Project Retro-Tech/Building Check and Job Order Sheet.

OBJECTIVE(S): 1.1

TASKS	RESPONSIBILITY	DATE ACCOMP.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1.1 Select four (4) weatherization specialists.	Manpower & Energy Director	12/15/80	X									
1.1.2 Send weatherization specialists to Stockton Weatherization Training Center.	Energy Director	3/31/81				X						

OBJECTIVE(S): 2.1
2.2
2.3
2.4

TASKS	RESPONSIBILITY	DATE ACCOMP.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
2.1.1 Select four (4) weatherization specialists.	Manpower and Energy Director	12/15/80	X									
2.1.2 Send weatherization specialists	Energy Director	3/31/81	→	→	→	→						
2.2.1 Select homes to be weatherized	Weatherization specialists and Energy Director	ongoing	→	→	→	→	→	→	→	→	→	→
2.3.1 Inspect homes	Weatherization specialists and Energy Director	ongoing	→	→	→	→	→	→	→	→	→	→
2.4.1 Weatherize homes	Weatherization specialists and Energy Director	ongoing	→	→	→	→	→	→	→	→	→	→
2.4.2 Follow-up on homes weatherized.	Energy Director	ongoing	→	→	→	→	→	→	→	→	→	→

VI. Coordination

The project utilizes several non-CETA services and resources.

1. Stockton Weatherization Training Center - will provide free training to program participants employed by weatherization programs. This training center is designed to provide training in all areas of basic and advanced weatherization methods and procedures.

2. Economic Opportunity Commission of Yolo County, Inc. - staff from various other agency components will be requested to provide training in their areas of expertise/ general employee orientation, affirmative action, office procedures and protocol, record keeping procedures, inventory control. Participant day-to-day job duties and assignments will provide an opportunity to apply the information and training provided to them. Training will be a continous process and will include situations arising out of work assignments.

3. Department of Energy - the bulk of materials will be supplied through grants presently secured through the Department of Energy. That agency subcontracts with the California State Office of Economic Opportunity and the Economic Opportunity Commission of Yolo County and provides costs for materials, transportation to job sites, equipment, and other program support costs. The DOE will also provide the costs of a supervisor for the work crew.

4. Community Services Administration - the salary of the Energy Director and other administrative costs are provided through a grant from CSA.

At present there are no other weatherization programs in Yolo County. EOCYC does coordinate with weatherization programs in other counties including Solano and Sacramento. Coordination with these counties is done through joint training sessions and meetings with the directors and crew members of weatherization programs in those counties. This allows the weatherization programs to maintain uniform operations, exchange information and techniques.

VII. POSITION SPECIFICATIONS

JOB DESCRIPTION

POSITION TITLE: Weatherization Specialist

REPORTS TO: Weatherization Supervisor

EFFECTIVE DATE: December 15, 1980

POSITION SUMMARY:

Under supervision of the Weatherization Supervisor, this person is responsible for performing all aspects of total weatherization in accordance with Project Retro-Tech/Building Check and Job Order Sheet.

POSITION DUTIES AND RESPONSIBILITIES:

1. Install cellulose insulation into attics.
2. Weatherstrip doors and windows.
3. Replace broken windows.
4. Perform minor patching and caulking.
5. Conduct dwelling inspection to determine if unit is structurally sound.
6. Conduct outreach for the program.
7. Assist clients in completing necessary application forms.
8. Complete a Building Check and Job Order Sheet for each dwelling weatherized.

POSITION QUALIFICATIONS:

1. Ability to communicate with staff and people in the community.
2. Experience working with tools and weatherization equipment.
3. Experience in one of the construction trades: i.e. carpentry, roofing, painting, etc.
4. Ability to perform work according to oral or written instructions.
5. Must be willing and able to attend one week training session in Stockton; expenses paid.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE 11-25-80

Subgrantee Name and Address:
Economic Opportunity Commission
442 College Street
Woodland, CA 95695

Contact Person: Leilani Torres
Phone 666-0981
Period: From 12-15-80 To 9-30-81
Program Name: Save Energy

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						1,754			1,754
JAN.						3,509			3,509
FEB.						3,509			3,509
MAR.						3,509			3,509
APR.						3,509			3,509
MAY						3,509			3,509
JUNE						3,509			3,509
JULY						3,596			3,596
AUG.						3,684			3,684
SEPT.						3,684			3,684
						3,684			3,684
TOTAL						33,947			33,947

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.			1,400	354				1,754
JAN.			2,800	709				3,509
FEB.			2,800	709				3,509
MAR.			2,800	709				3,509
APR.			2,800	709				3,509
MAY			2,800	709				3,509
JUNE			2,870	726				3,596
JULY			2,940	744				3,684
AUG.			2,940	744				3,684
SEPT.			2,940	744				3,684
								3,684
TOTAL			27,090	6,857				33,947

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date 12-1-80

CETA Director — Date 12/5/80

YC 105 (10-79)

INDIVIDUAL BUDGET

1. Name of Agency: Economic Opportunity Commission of Yolo County, Inc.
2. Title VI Project Name: SAVE ENERGY
3. Position Title: Weatherization Specialist
4. Date Submitted: November 27, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 700.00	$ 700.00
a. Base Salary	$ 700.00	$ 700.00
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shift Differential Pay	$ -0-	$ -0-
d. Overtime Pay	$ -0-	$ -0-
8. Fringe Benefits		
a. Social Security ..... 6.13 %.....	$ 42.91	$ 42.91
b. Medical Insurance	$ 56.95	$ 56.95
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
8.62 X _____ X _____ = ...	$ 60.34	$ 60.34
f. Mileage		
_____ miles @ _____ per mile	$ -0-	$ -0-
g. Other (specify)		
fringe benefits - unused vacation	$ 17.00	$ 17.00
_____	$ -0-	$ -0-
9. Total Fringe Benefits Cost	$ 177.20	$ 177.20
0. Total Position Cost	$ 877.20	$ 877.20
1. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date _____	$ _____	$ _____
_____ % Effective Date _____	$ _____	$ _____
b. Step Increases		
5 % Effective Date 6/15/81	$ 35.00	$ 35.00
_____ % Effective Date _____	$ _____	$ _____
2. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)		
a. Wages - December 15, 1980 to September 30, 1981.	$ 6772.50	$ 6772.50
b. Fringe Benefits	$ 1705.03	$ 1705.03
c. Total	$ 8477.53	$ 8477.53

3. Number of Positions being requested four (4).

4. Prepared by: LEILANI E. TORRES

FILED

DEC 11 1980

PETER McNAMEE, Clerk

By [illegible] DEPUTY

AGREEMENT NO. 80-415

(Loan of Funds for Sewer Facilities Construction)

THIS AGREEMENT, dated this 2nd day of December, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Yolo County Housing Authority, hereinafter called AUTHORITY,

W I T N E S S E T H:

I. RECITALS:

1. AUTHORITY has entered into an agreement with the City of Winters (Agreement No. 79-13) for the design and construction of a sewer force main line and pump station from AUTHORITY's El Rio Villa location to a main pump station located within the City of Winters.

2. Said Agreement No. 79-13 requires AUTHORITY to make certain payments to the City of Winters during the design and construction phases of the project.

3. AUTHORITY desires to borrow from COUNTY a portion of the payments required by Agreement No. 79-13, during the design and construction phases of the project. The amount of funds authority wishes to borrow are within the amounts that AUTHORITY will be reimbursed pursuant to the federal funding of the project.

4. It is the intent of the parties hereto that the funds to be loaned to AUTHORITY shall be loaned at such time as the AUTHORITY must make payments to the City of Winters under its Agreement No. 79-13, and not before. It is also the intent of the parties that AUTHORITY shall repay the funds to COUNTY as soon as it is able to do so, but no later than the date specified below.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

II. AGREEMENTS:

A. In consideration of AUTHORITY's promises contained herein, and to assist AUTHORITY in the implementation of its sewer facilities construction agreement, COUNTY agrees to loan to AUTHORITY an amount of money not to exceed $84,630.

1. $19,630 of said amount shall be loaned to AUTHORITY immediately upon the execution of this Agreement. These funds shall be used by AUTHORITY to help meet its obligation under Agreement No. 79-13, to make the first installment for Step Two of the project, as provided in Paragraph 7 of said Agreement, as that paragraph is set forth on pages 2 and 3 of the Agreement.

2. Of said amount of $84,630, an amount not to exceed $65,000 shall be loaned by COUNTY to AUTHORITY to assist AUTHORITY in making its second payment under Agreement 79-13 for Step Three of the project, as provided in paragraph 7, as that paragraph is set forth on pages 2 and 3 of the Agreement. In no event shall this second amount loaned to AUTHORITY exceed $65,000, and if the amount actually paid by AUTHORITY to the City of Winters as its second installment under said Agreement 79-13 is less than $65,000, this second amount loaned to AUTHORITY shall not exceed the actual amount of the payment from AUTHORITY to the City of Winters. It is anticipated that this second amount loaned to AUTHORITY shall be loaned on or about March 1, 1981. In no event, shall said amount be loaned to AUTHORITY prior to demand for such payment by the City of Winters.

B. In consideration of the promises by COUNTY set forth above, AUTHORITY agrees to use the funds so loaned for the purpose of making its first and

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WOODLAND, CA 95695
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second installments to the City of Winters as provided by Paragraph 7 as that paragraph is set forth on pages 2 and 3 of Agreement No. 79-13 with the City of Winters.

The monies so loaned shall be used for no other purpose by AUTHORITY.

C. AUTHORITY agrees to repay the funds loaned to it by this Agreement at the earliest date AUTHORITY is financially able to do so. In no event shall the amount be repaid later than:

Amount Due	Date Due
$33,630	Nov. 30, 1981
$51,000	June 30, 1982

It is understood by the parties hereto that the amount of the second repayment is an estimated amount. The actual amount of the second payment shall be the amount necessary to repay the COUNTY in full for the funds loaned to AUTHORITY for both the loans set forth above.

D. It is understood by the parties hereto that the sewer construction project is primarily a federal funded project, and that the amount of the money loaned to AUTHORITY pursuant to this agreement shall be reimbursed to AUTHORITY by the City of Winters from federal funds. However, it is understood by the parties hereto that the obligation to repay COUNTY the amount of monies loaned pursuant to this agreement represents an independent obligation of AUTHORITY and shall be due and payable no later than the dates specified above regardless of whether AUTHORITY has been reimbursed by the federal or state government, or by the City of Winters.

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

Twyla J. Thompson

TWYLA THOMPSON, CHAIRMAN

YOLO COUNTY HOUSING AUTHORITY

BY Frank C. Ramos

FRANK C. RAMOS COMMISSIONER CHAIRMAN

DEC 11 1980

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

DEC 22 1980

PETER McNAMEE, Clerk
By [signature]
DEPUTY

AGREEMENT NO. 80-416

(Master Agreement Regarding Property Tax Revenue Exchange)

THIS AGREEMENT, executed this 9th day of December, 1980, by and between the CITY OF WOODLAND, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"),

W I T N E S S E T H:

RECITALS:

1. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 801 of the Statutes of 1980, requires local agencies to agree to a negotiated exchange of property tax revenues in the case of a jurisdictional change in local agencies, other than a city incorporation or formation of a district. Said section also authorizes the development and adoption of a master property tax transfer agreement.

2. Except as otherwise provided in Revenue and Taxation Code Section 99.1, Section 99 provides that in the event a jurisdictional change affects a service area or service responsibility of one or more special districts, the Board of Supervisors shall negotiate any exchange of property tax revenues on behalf of the special districts.

3. In adopting this agreement, it is the intention of CITY and COUNTY to adopt a master property tax revenue exchange agreement

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

for jurisdictional changes which include annexations of territory to CITY.

AGREEMENTS:

1. For each jurisdictional change which includes an annexation of territory to CITY, there shall be an exchange of property tax revenues from COUNTY to CITY. The exchange of such revenues shall be equal to 51.6% of the property tax revenue, including any annual tax increment, which would have been available to COUNTY from the subject territory but for the annexation. Those revenues which would have been available to COUNTY within such territory shall be deemed to include all of the tax rate equivalents which would have been allocated to COUNTY but for the annexation.

2. If the jurisdictional change includes the detachment of territory from a special district and the annexation of such territory to CITY, the "revenues which would have been available to COUNTY", as provided in the preceding paragraph, shall be deemed to include all of the tax rate equivalents which would have been allocated to the special district but for the detachment.

3. If the effective date of any such jurisdictional change is other than July 1 of any given year, the amount of property tax revenues to be allocated to CITY pursuant to Paragraph "1" above shall be in accordance with the following percentages:

/ / / / /

/ / / / /

/ / / / /

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

EFFECTIVE DATE	PERCENT OF ALLOCATION
July 1 - July 31	100%
August 1 - August 31	83-1/3%
September 1 - September 30	75%
October 1 - October 31	66-2/3%
November 1 - November 30	58-1/3%
December 1 - December 31	50%
January 1 - January 31	41-2/3%
February 1 - February 28(29)	33-1/3%
March 1 - March 31	25%
April 1 - April 30	16-2/3%
May 1 - May 31	8-1/3%
June 1 - June 30	0%

4. If any jurisdictional change results in an allocation of property tax revenues that is less than 100%, as provided in Paragraph "3" above, the exchange of property tax revenues for the following fiscal year shall be 100% of the property tax revenues subject to the exchange as provided in Paragraph "1" above.

5. CITY and COUNTY recognize that some jurisdictional changes may involve certain circumstances that would necessitate an exchange of property tax revenues in amounts different from those provided by this agreement. For this reason, CITY and COUNTY expressly reserve the right to negotiate the exchange of property tax revenues for any particular jurisdictional change. In order to exercise this right, either party must give notice to the other party of the need to negotiate. Such notice must be given prior to the issuance of a certificate of filing by the executive officer of the Yolo County Local Agency Formation Commission.

6. Any annual tax increments derived from the territory subject to the annexation shall be allocated to CITY in the same percent as provided in Paragraph "1" above.

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COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

7. This agreement shall be applicable to all future jurisdictional changes which include annexations to CITY and for any such pending jurisdictional changes for which property tax revenue exchange agreements have not been adopted.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Jungle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

By: Pete E. Lucas
Deputy

(SEAL)

CITY OF WOODLAND, a municipal corporation

By: Harry O. Walker
CHAIRMAN OF THE CITY COUNCIL
CITY OF WOODLAND

ATTEST:

JEAN WINROP, CLERK

By: Jean Winrop

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED
DEC - 9 1980
PETER McNAMEE, Clerk
By [illegible]
DEPUTY

Book

AGREEMENT NO. 80-417

THIS AGREEMENT made and entered into this 9th day of December, 1980 by and between RITA M. WANNEBO, hereinafter called LESSOR, and the COUNTY OF YOLO, a political subdivision, hereinafter called LESSEE,

W I T N E S S E T H:

That the LESSOR hereby lets and leases to the LESSEE, and the LESSEE hereby rents from the LESSOR, that certain real property situated in the City of Woodland, County of Yolo, State of California, generally known as No. 430 Third Street, Woodland. Said premises being more particularly described upon Exhibit "A" hereto attached.

That the term of this lease shall be for a period of three (3) years, commencing December 15, 1981 and terminating December 14, 1984.

That the rental for said premises shall be $592.00 per month, payable monthly in advance, commencing December 15, 1981 and continuing hereafter on the 15th day of each month during the entire term of this lease. Provided however, that in the event property taxes of said premises are increased after the taxable year 1976/77 the monthly rental shall be increased accordingly as of the first day of July of any such year.

That said LESSEE shall use said premises solely and only as office for Yolo County.

That the LESSOR hereby agrees to keep the exterior of said building, including the roof, bearing walls and glazing, in good repair and LESSOR hereby agrees to keep the plumbing, air conditioning, and furnace in said building in good repair and to repair all termite damage to the premises; that except as herein contained the LESSEE will make all necessary repairs and will do all necessary maintenance to said premises.

That LESSEE will pay all utility charges, including electricity, water and sewage and garbage.

IT IS UNDERSTOOD that LESSEE will make no change or alteration to said

premises or any part thereof without the written consent of the LESSOR being first had and obtained. That any change and or alteration which may be made shall be made at the sole cost of the LESSEE.

IT IS UNDERSTOOD that damage to said premises shall not terminate this lease; that in the event said premises are damaged, and such damage can be repaired within ninety (90) days, and LESSORS choose to make said repairs, the rent shall be suspended during the time when said repairs are being made; that in the event that such repairs take a period of longer than ninety (90) days to be repaired or LESSOR chooses to not make such repairs, this lease may be terminated by the LESSEE by written notice to the LESSOR.

That time is hereby declared to be of the essence of this agreement.

That in the event that LESSEE fully and properly performs all of the terms, conditions and covenants herein contained, the LESSEE shall be entitled to an option for an additional term of two (2) years at a monthly rental of $652.00 per month, not including possible tax increases, with other terms and conditions as herein contained. That said option shall be exercised by written notice to the LESSOR not less than ninety (90) days prior to the expiration of the term of this lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Rita M. Wannebo

RITA M. WANNEBO - LESSOR
P.O. Box 767
Davis, California 95616

APPROVED AS TO FORM
CHARLES E. BLACK
COUNTY COUNSEL
BY
DEPUTY COUNTY COUNSEL

COUNTY OF YOLO, a political subdivision of the State of California

BY Tunglo J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
LESSEE

BOARD OF SUPERVISORS · YOLO COUNTY

EXHIBIT A

BOOK 738 PAGE 73

The real property referred to is described as: All that real property in the City of Woodland, County of Yolo, State of California, described as follows:

BEGINNING at the Southeast corner of Parcel 7 as shown on the Record of Survey made at the request of Thornton Cranston, filed July 31, 1958, in Book 8 of maps and Surveys, at page 51, Yolo County Records, said point also being located on the West line of Third Street, distant thereon South 256.52 feet from the South line of Main Street; thence from said point of beginning South along the West line of Third Street, 60.00 feet to the Northeast corner of property conveyed to Emma L. Nardinelli, by deed recorded April 25, 1945, in Book 217 of Official Records, at page 48; thence west along the north line of the property conveyed to said Emma L. Nardinelli, 142.23 feet to the East line of Parcel 6 of said Survey; thence North along the East line of said Parcel 6, a distance of 60.00 feet to the Southwest corner of Parcel 7 of said Survey; thence East along the South line of said Parcel 7, a distance of 142.23 feet to the point of beginning.

VOL. 738 PAGE 75
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY COUNCIL
DEC - 5 1963
AT 10 MIN. PAST 2 O'CLOCK P.M.
YOLO COUNTY, CALIFORNIA
NO CHG.

14468

BOARD OF SUPERVISORS
Yolo County, California

MEETING DATE: DECEMBER 9, 1980

FILE:

TO:
Frederiksen, Kamine & Asso.
Public Works
County Counsel
Auditor

Entry #5 Minute Order No. 80-839: Approved the recommendation to continue the present arrangement with Frederiksen, Kamine & Associates, for water consultant services. Authorized the Chairman to sign Agreement No. 80-418 when it is prepared.

MOTION: DeMars. SECOND: Edmonds. AYES: Black, DeMars, Marchand, Edmonds, Thompson.

Entry #6 Resolution No. 80-192, was passed and adopted approving Agreement No. 80-419 with the California State Department of Education to reflect the cost of living increase to provide child care and development services for the Fiscal Year 1980-81. The Chairman was authorized to sign the resolution and agreement.

MOTION: Marchand. SECOND: DeMars. AYES: DeMars, Marchand, Edmonds, Thompson. ABSENT: Black.

Entry #7 Minute Order No. 80-840: Approved having the Yolo County Department of Social Services administer the Low Income Energy Assistance Program in Yolo County. Requested the Social Services Department to prepare the agreement for the Board to approve next week.

MOTION: Marchand. SECOND: Edmonds. AYES: DeMars, Marchand, Edmonds, Thompson. ABSENT: Black.

CWD

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AMENDMENT 1

Book

☐ CONTRACTOR Carrer
☐ STATE AGENCY
☐ DEPT. OF GEN. S
☐ CONTROLLER
☐
☐
☒ Federal

3

YOLO COUNTY AGREEMENT NO. 80-419

THIS AGREEMENT, made and entered into this 15th day of September, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

PROJECT NUMBER: 57-00575-03080-1-01

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Supt. of Public Instruction	California State Department of Education	CD-1510

hereafter called the State, and

YOLO COUNTY DEPARTMENT OF PUBLIC WELFARE

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

That certain State of California Standard Agreement dated July 1, 1980 designated as number CD- 1510, shall be amended in the following particulars, but no others:

1. ITEM V--COST AND PAYMENT:
   Sub-Item a. The maximum amount payable pursuant to the provisions of this agreement shall be amended by deleting references to $ 2,825, and inserting $ 3,079 in place thereof.
   Sub-Item c. Delete reference to $1.36 per hour for children two years and older and $1.62 for infants (children under age two) and insert maximum rate of $1.48 per hour. The hours of enrollment adjustment factors are detailed in the Fiscal Report for Child Development Programs (CD-9501 CWD).
2. Exhibit A, Rules and Regulations: Delete original and insert attached revised Rules and Regulations which by this reference is incorporated herein.

Book

Except as amended herein, all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: State Department of Education	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) X Tempe J. Thompson
TITLE: William D. Whiteneck, Deputy Superintendent for Administration	TITLE: CHAIRMAN, BOARD OF SUPERVISORS
CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHARLES R. MARK
COUNTY COUNSEL
BY Elizabeth A. Holt
DEPUTY COUNTY COUNSEL

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$ (see above)	Child Development Program		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	340-a	510	1980	1980-81
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$ 254	03080			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$	300			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ▶ DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

DEC 2 11 33 AM '80

FILED

JAN - 9 1981

PETER McNAMEE, Clerk
By PETE E. LUCAS
DEPUTY

Book

AGREEMENT NO. 80-420

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of December, 1980, by and between Jesse V Ellis and Eva Mae Ellis
1400 Lemon St.
Vallejo Calif 94590
(mailing address)
herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #35 by the County by Resolution No. 80-194, which was filed in the Office of the County Recorder of Yolo County on December 24, 1980 and recorded in Volume 1454 of Official Records at Page 273, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Tingle J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Terril V Ellis

Eva Mae Ellis

(Rev. 4-71)

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Solano } S.S.

On this 15 day of August 19 80, before me,
Jacque L. Erwin, a Notary Public in and for said Solano County,
(SEAL)
personally appeared Terrill V. Ellis and Eva Mae Ellis

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
JACQUE L. ERWIN
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My comm. expires SEP 15, 1981

Jacque L. Erwin

Notary Public in and for said Solano County and State

My commission expires Sept. 15 19 81

P-169 3-77

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On DEC - 9 1980 __, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE
COUNTY CLERK

Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

COUNTY CLERK

(Rev. 4-71)

COMBINATION GUARANTEE

71 2766

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 80780 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

TERRIL V. ELLIS AND EVA MAE ELLIS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 24, 1980 @5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By President

By Secretary

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

Please note carefully the liability exclusions and limitations and the exceptions from the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

CLTA GUARANTEE FORM NO. 16 (REV. 6-8-71)

Addition to Preserve #35

W[redacted]TERN TITLE INSURANCE COM[redacted]Y

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 80780 Effective Date: July 24, 1980 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1980, with respect to the name(s) of

TERRIL V. ELLIS AND EVA MAE ELLIS

As to Parcels 1 and 2: Terril V. Ellis and Eva Mae Ellis, husband and wife, as Joint Tenants
As to Parcel 3 and 4: Terrill Ellis

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the County of Yolo, State of California, and described as follows:

Parcel One:

Block 13 of the Cashmere Colony Tract, as shown, laid down and designated on the certain map or plat recorded July 13, 1892 in Book 1 of maps, at Page 11, thereof, in the office of the County Recorder of Yolo County.

EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals of whatsoever nature, found in or located upon or under the land or premises or that may be produced therefrom as conveyed to Terrill Ellis, by deed dated February 23, 1977, recorded February 23, 1977, in Book 1232 of Official Records, Page 547.

Parcel Two:

A strip or tract of land, lying Northeasterly of and adjacent to the located centerline of the Southern Pacific Railroad Company's (formerly the Clear Lake Division of the Northern Railroad Company's) Railroad where the same is located through the tract of land formerly owned by W. Levy and being more particularly described as follows, to-wit:

Beginning at a point on the centerline of the said Railroad where said centerline of the said Railroad is intersected bv the Westerly projection of the center line of the road running between the land now or formerly of Rumsey FarmsCompany and the land now or formerly of R. Gladney; thence Easterly along said Westerly projection of said centerline of said road to a point which is one hundred feet distant measured at right angles Easterly from said centerline of said Railroad; thence Northwesterly parallel to said centerline of said Railroad, to a point which is one hundred feet distant, measured at right angles Easterly, from said center line of said Railroad at

CONTINUED

at Engineer's Station 1146 plus 21; thence Westerly a distance of fifty feet, to a point which is fifty feet distant measured at right angles Easterly from said centerline of said railroad at Engineer's Station 1146 plus 21; thence Northwesterly, parallel to and following the curvature of said centerline of said railroad, to a point which is on the Northerly boundary of the tract of land formerly owned by W. Levy; thence Westerly along said Northerly boundary of said tract to a point on the said center line of said railroad at or near Engineer's Station 1161 plus 07-8/10; thence Southeasterly along said center line of said railroad to the point of beginning, and being a portion of the land conveyed by two deeds from The Capay Valley Land Company to Northern Railway Company, one dated November 28, 1888 and recorded December 3, 1888 in Volume 44 of Deeds, Page 157 of Yolo County Records, and the other dated November 30, 1888 and recorded December 3, 1888, in Liber 44 of Deeds, Page 139 of Yolo County Records.

EXCEPTING THEREFROM that portion of the above described property lying South of the Westerly extension of the South boundary of Block 13 of Cashmere Colony Tract filed July 13, 1892, in Book 1 of Maps, at Page 11. ALSO EXCEPTING THEREFROM an undivided 1/2 interest in all oil, gas and other minerals in and under the aforesaid lands, which may be found therein, or produced therefrom, together withthe right to go upon the land and prospect and have the use of sufficient of the surface thereof as may be reasonably necessary to prospect or drill the lands and for the developing, saving and conveyeing therefrom all oil, gas, or other minerals found therein as conveyed to Roy T. Gladney and Dorothy I. Gladney, his wife, by deed dated February 20, 1976, recorded February 24, 1976, in Book 1180 of Official Records, Page 248.

Parcel 3:

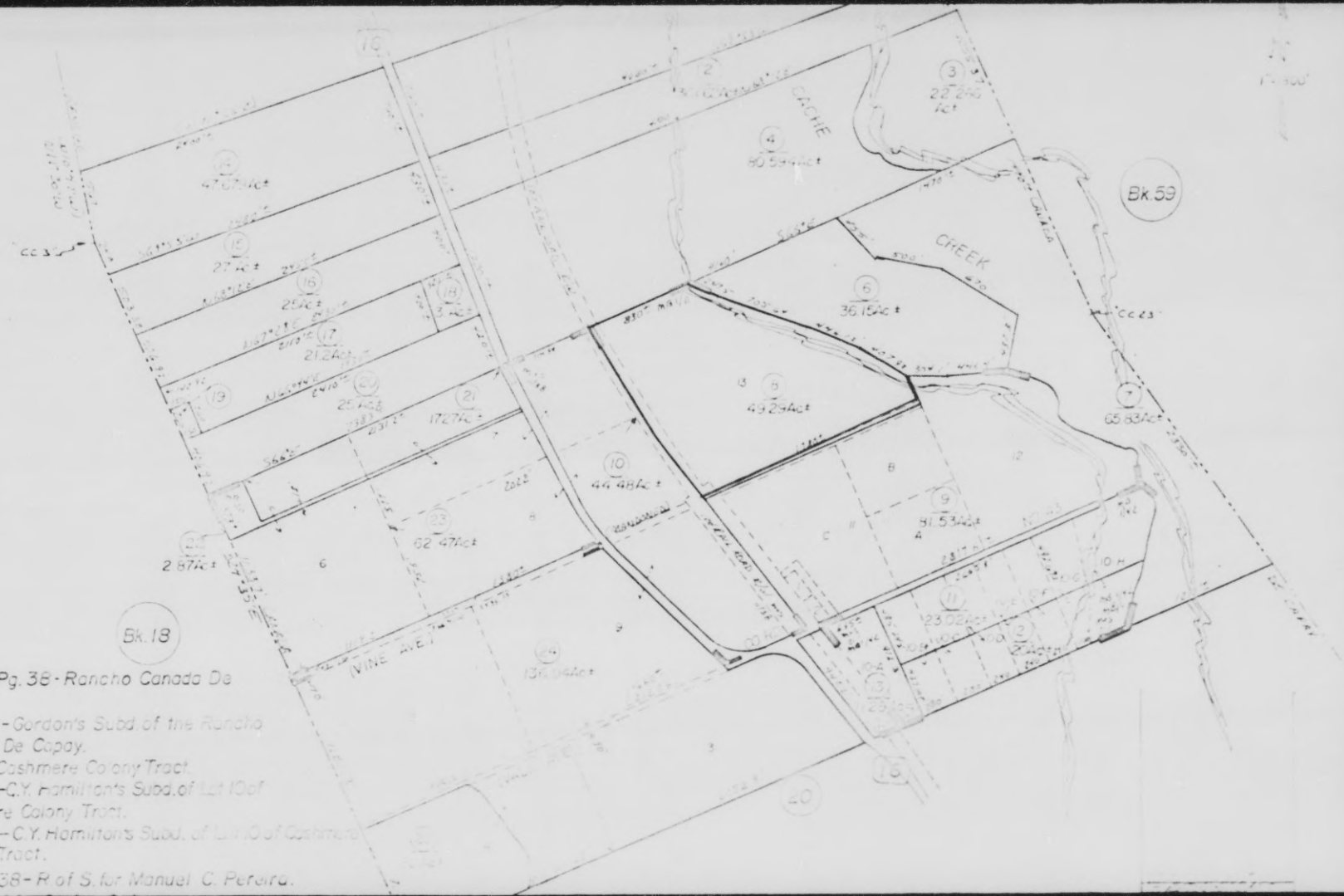
The 50% interest in all oil and gas and other minerals excepted from Parcel 1 Above.

Parcel 4:

A 50% interest in all oil and gas and other minerals of whatsoever nature found in or located upon or under a strip of land formerly owned by the Railroad Company on the West of Block 13, Cashmere Colony Tract, filed on July 13, 1892, in Book 1 of Maps, Page 11, 25 feet in width, conveyed to Terrill Ellis by deed recorded February 23, 1977, in Book 1232 of Official Records, Page 547.

NOTE: The Yolo County Assessor designates the herein described property on their 1979/80 Assessment Roll as Assessors Parcel No. 60-210-8.

NOTE: This Guarantee is limited to the above described property.



Book 'A', Pg. 38 - Rancho Canada De Capay.
1M, Pg. 2 - Gordon's Subd. of the Rancho Canada De Capay.
1, Pg. 11 - Cashmere Colony Tract.
1, Pg. 42 - C.Y. Hamilton's Subd. of Lot 13 of Cashmere Colony Tract.
1, 2, Pg. 1 - C.Y. Hamilton's Subd. of Lot 10 of Cashmere Colony Tract.
2, 11, Pg. 38 - R. of S. for Manuel C. Pereira.

Book

AGREEMENT NO. 80-421

FILED

JAN - 9 1981

PETER McNAMEE, Clerk
By PETE E. LUCAS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of December, 19 80, by and between MICHAEL D. BEEMAN & MARIANNE G. BEEMAN
45 PALM AVE WOODLAND, CA 95695

(mailing address)

herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #8 by the County by Resolution No. 80-194, which was filed in the Office of the County Recorder of Yolo County on December 24, 1980 and recorded in Volume 1454 of Official Records at Page 273, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Fenyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Michael B. Beeman

Marianne G. Beeman

(Rev. 4-71)

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this 27th day of August, 1980, before me, the undersigned, a Notary Public, personally appeared MICHAEL B. BEEMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

OFFICIAL SEAL
SERENA FAY HAYS
NOTARY PUBLIC-CALIFORNIA
Principal Office in YOLO County
My Commission Expires Dec. 5, 1981

Serena Fay Hays
Notary Public

[Seal]

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this 29th day of August, 1980, before me, the undersigned, a Notary Public, personally appeared MARIANNE G. BEEMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

OFFICIAL SEAL
SERENA FAY HAYS
NOTARY PUBLIC-CALIFORNIA
Principal Office in YOLO County
My Commission Expires Dec. 5, 1981

Serena Fay Hays
Notary Public

[Seal

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On DEC - 9 1980, ___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE
COUNTY CLERK
By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

COUNTY CLERK

(Rev. 4-71)

COMBINATION GUARANTEE

71 2769

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 80818 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

MIKE BEEMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of August 7, 1980, @ 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By President

By Secretary

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

Please note carefully the liability exclusions and limitations and the particular assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

CLTA GUARANTEE FORM NO 18 (REV. 6-8-71)

Addition to Preserve #8

W[illegible]ERN TITLE INSURANCE COM[illegible]

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 80810 Effective Date: August 7, 1980 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of The Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1980, with respect to the name(s) of Title to the herein described property vests in:
MICHAEL B. BEEMAN AND MARIANNE G. BEEMAN, husband and wife, as Community Property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:
All that real property in the County of Yolo, State of California, described as follows:

Part of tract described as Lots L, M and N of Arnold and Gillig's Subdivision of the Rancho Canada De Capay, more particularly described as follows:

BEGINNING at the point of intersection of the Westerly boundary line of Rancho Canada de Capay, as shown on Map of Record in the Yolo County Recorder's Office and the center line of an arroyo, which point is North 39° 46' West, a distance of 1994.1 feet along the Westerly boundary line of Rancho Canada de Capay from the angle point "CC 13" of the boundary survey of said Rancho and running thence down along the centerline of the arroyo in a Northeasterly direction following the meanders thereof to the point of intersection of the said centerline with the centerline of the County Road; thence North 18° 35' West, a distance of 6208.8 feet along the center line of County Road to a point on the boundary line between Lots N and O of Arnold and Gillig's Subdivision of a part of Rancho Canada De Capay as shown on Map of Record in the Yolo County Recorder's Office thence South 43° 31' West, a distance of 6412.51 feet along the boundary line between said Lots N and O to a point on the Westerly line of Rancho Canada de Capay; thence South 39° 46' East, a distance of 4175.85 feet along the last mentioned boundary line to the point of beginning, being a part of Lots L and M and N of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, which is North of the arroyo and West of the centerline of the County Road.

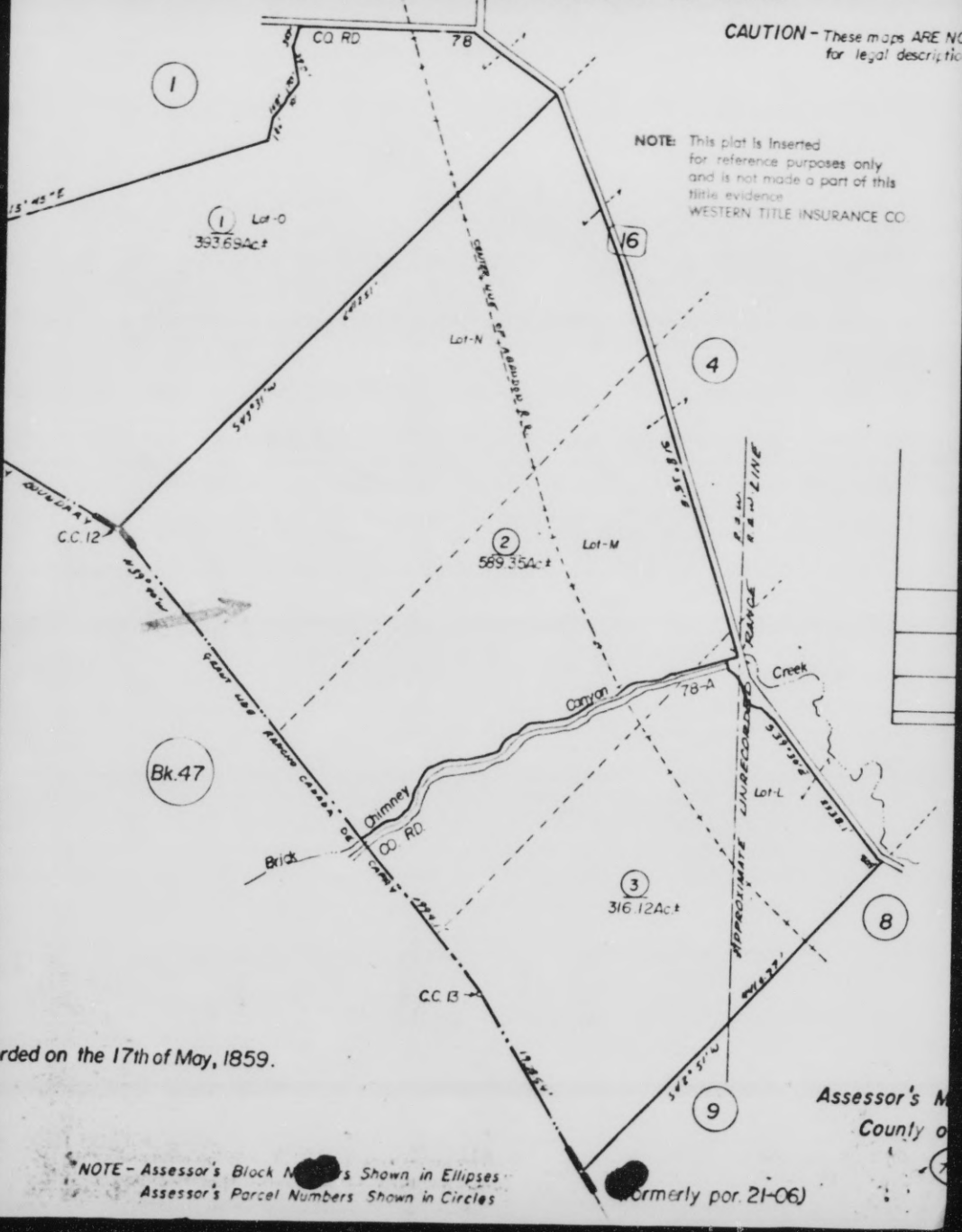
NOTE: The Yolo County Assessor designates the herein described property on their 1979/80 Assessment Roll as Assessors Parcel No. 48-030-02, Code Area 63-039.

NOTE: This guarantee is limited to the above described property.

N., R.2 & W., M.D.B.&M. & RANCHO CANADA DE CAPAY

CAUTION - These maps ARE NO
for legal descriptio

NOTE: This plat is Inserted for reference purposes only and is not made a part of this title evidence
WESTERN TITLE INSURANCE CO.



orded on the 17th of May, 1859.

Assessor's M
County o

NOTE - Assessor's Block N[illegible]s Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

[illegible]ormerly por. 21-06)

FILED

JAN - 9 1981

PETER McNAMEE, Clerk
By PETE R. LUCAS
DEPUTY

Park

AGREEMENT NO. 80-422

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of December, 1980, by and between Richard M Denison and Kathleen M Denison
Star Rt Box 27
Capay Calif 95607
(mailing address)
herinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Ag Pre #17 by the County by Resolution No. 80-194, which was filed in the Office of the County Recorder of Yolo County on December 24, 1980 and recorded in Volume 1454 of Official Records at Page 273, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that th[illegible] and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Rev. 4-71)

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Gayle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Richard M. Denson

Kathleen M. Denson

(Rev. 4-71)

STATE OF CALIFORNIA,

COUNTY OF Yolo } ss.

ON August 29, 19 80,

before me, the undersigned, a Notary Public in and for said State, personally appeared

****Richard M. Denison and Kathleen M. Denison*****

, known to me,

to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that the y executed the same.

WITNESS my hand and official seal.

Maudie Mae Tadlock

Notary Public in and for said State.

MAUDIE MAE TADLOCK
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 7, 1981

LN 150

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On DEC - 9 1980, __, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

PETER McNAMEE
COUNTY CLERK
By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____
COUNTY CLERK

(Rev. 4-71)

COMBINATION GUARANTEE

71 2772

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 80848 Liability $140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RICHARD M. DENISON AND KATHLEEN M. DENISON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of August 18, 1980 @5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By President

By Secretary

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

Please note carefully the liability exclusions and limitations and the exceptions to the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Ag. Pre. #17

CLTA GUARANTEE FORM NO. 15 (REV. 6-8-71)

W[illegible] Title In[illegible]

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 80848 Effective Date: August 18, 1980 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1980, with respect to the name(s) of

Title to the herein described property vests in:

RICHARD M. DENISON AND KATHLEEN M. DENISON, husband and wife, as Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:
Blocks 2, 4, 5 and 6, Cadenasso, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, October 2, 1894, in Book 1 of Maps, Page 31.

Lot 1 and Lots 9 to 16 inclusive of Block 1, Cadenasso, according to the official plat thereof, filed October 1894, in Book 1 of Maps, Page 31, Yolo County Records, together with the alley between Lots 1 and 16 and one half of the alley running through said Block 1, which lies contiguous to Lots 9 to 15 inclusive.

EXCEPTING THEREFROM that portion thereof conveyed to Richard L. Russell and Barbara A. Russell, his wife, by deed recorded November 30, 1965, in Book 814 of Official Records, at page 76, described as follows: That portion of Second Street, now closed and that portion of the alley, now closed through Block 1 of the Town of Cadenasso in Yolo County, California, as shown on the Map of Cadenasso, recorded in Book 1 of Maps, Page 31, records of Yolo County, California, described as follows: BEGINNING at the point of intersection of the center line of said Second Street with the center line of said alley through said Block 1; thence South 39° 21' West along the center line of said alley for a distance of 75.00 feet; thence South 50° 39' East 9.00 feet, thence North 39° 21' East 75.00 feet; thence North 50° 39' West 9.00 feet to the point of beginning.

Lots 6 to 10 inclusive, Block 3, Cadenasso, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on October 2, 1894, in Book 1 of Maps, Page 31, together with the alley adjoining said lots.

Lot 11, Block 3, Cadenasso, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, in Book 1 of Maps, Page 31, together with one half of the alley adjoining said lot.

CONTINUED

PARCEL 2:
Genova (Genoa) Street and East Street that lies between First Street and the County Road (now Highway 16), as shown on the map of Cadenasso, filed in the office of the Recorder of Yolo County, California, on October 2, 1894, in Book 1 of Maps, Page 31.

Second Street that lies between East Street and Main Street as shown on the map of Cadenasso filed in the office of the Recorder of Yolo County, California, on October 2, 1894, in Book 1 of Maps, Page 31.

EXCEPTING THEREFROM the following:
(a) That portion thereof conveyed to Richard L. Russell and Barbara A. Russell, his wife, by deed recorded November 30, 1965, Book 814, Page 76, described as follows: That portion of Second Street, now closed and that portion of the alley, now closed, through Block 1 of the Town of Cadenasso in Yolo County, California, as shown on the Map of Cadenasso, recorded in Book 1 of Maps, Page 31, records of Yolo County, California, described as follows: BEGINNING at the point of intersection of the center line of said Second Street with the center line of said alley through said Block 1; thence South 39° 21' West along the center line of said alley for a distance of 75.00 feet; thence South 50° 39' East 9.00 feet; thence North 39° 21' East 75.00 feet; thence North 50° 39' West 9.00 feet to the point of beginning.

(b) The Southerly one half of said Second Street lying contiguous to Lot 8 and its extension thereof to the centerline of the alley running through Block 1 of said Cadenasso.

Third Street that lies between East Street and Main Street as shown on the map of Cadenasso, filed in the office of the Recorder of Yolo County, California, on October 2, 1894, in Book 1 of Maps, Page 31.

EXCEPTING THEREFROM the following:
(a) The Northerly one half of said Third Street lying contiguous to Lot 1 and its extension thereof to the centerline of the alley running through Block 3 of said Cadenasso.

First Street that lies between Main Street and East Street as shown on the Map of Cadenasso, filed on October 2, 1894, in Book 1 of Maps, page 31, Yolo County Records.

PARCEL 3:
A strip or tract of land 125 feet wide, lying Northeasterly of and adjacent to the located center line of the Southern Pacific Railroad Company's (formerly the Clear Lake Division of the Northern Railway Company's) Railroad where the same is located through the land formerly owned by N. & G. Cadenasso and being more particularly described as follows, to-wit: COMMENCING for the same at a point on the center line of the said Railroad where the said center line intersects the Northeasterly projection of the center line of East Street in the townsite of Cadenasso, in said County and State and running thence Northwesterly along said center line of said Railroad, embracing a strip of land 125 feet wide lying Northeasterly of and adjacent to said center line, to the Southwesterly projection of the dividing line between the lands now or formerly of Cecelia C. Fowler and the lands nor or formerly of C. L. Perry at or near Engineer's Station 349+93, and being a portion of the lands conveyed by two deeds from The Capay Valley Land Company to Northern Railway Company, recorded December 3,1888, Book 44 of Deeds, at page 142, and Book 44 of Deeds, at page 164, of Yolo County Records.

CONTINUED

EXCEPTING THEREFROM the following portion: BEGINNING at an iron pipe at the Southwest corner of Lot 26, Cadenasso and Colony and running thence South 39° 21' West 125 feet along the projection of the Northerly line of Main Street of Cadenasso as shown in Map Book 1, Page 29, Yolo County Records, and running thence North 50° 33' West 575.69 feet to the projection of the North line of said Lot 26, and running thence North 42° 51' East 125.23 feet to the Northwesterly corner of said Lot 26; thence down and along the Southwesterly line of said Lot 26, South 50° 33' East 568.04 feet to the point of beginning.

PARCEL 4:
A strip or tract of land 100 feet wide, lying Southwesterly of and adjacent to the located center line of the Southern Pacific Railroad Company's (formerly Clear Lake Division of the Northern Railway Company's) Railroad where the same is located through the land formerly owned by N. & G. Cadenasso and being more particularly described as follows to-wit: COMMENCING for the same at a point on the center line of said Railroad where the said center line intersects the Northeasterly projection of the center line of East Street in the townside of Cadenasso, in said County and State, and running thence Northwesterly along said center line of said Railroad, embracing a strip of land 100 feet wide lying Southwesterly of and adjacent to said center line, to the Northeasterly projection of the dividing line between the lands now or formerly of Cecelia C. Fowler and the land now or formerly of George B. Harris at or near Engineer's Station 549+93, and being a portion of the lands conveyed by two deeds from the Capay Valley Land Company to Northern Railway Company, recorded December 3, 1888, in Liber 44 of Deeds, Page 142, and Liber 44 of Deeds, Page 164, Yolo County Records.

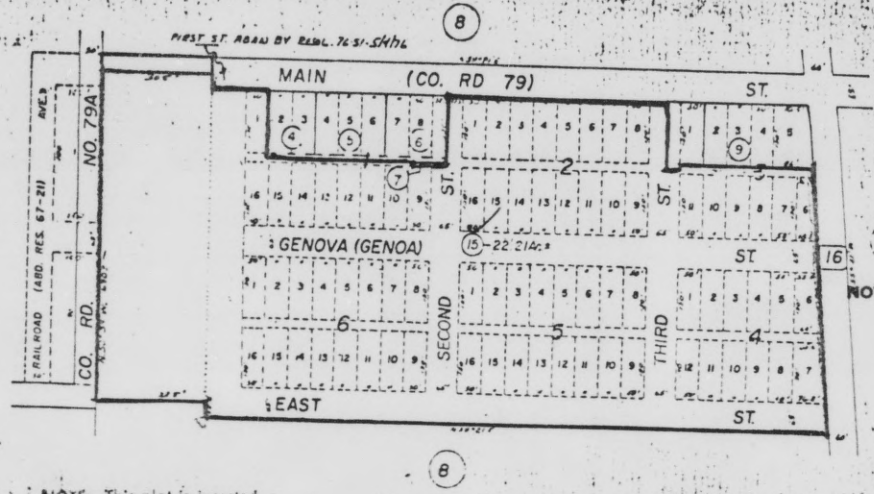
EXCEPTING THEREFROM a strip or tract of land 100 feet wide, lying Southwesterly of and adjacent to the located center line of the Southern Pacific Railroad Company's (formerly Clear Lake Division of the Northern Railway Company's) Railroad where the same is located through the land formerly owned by N. & G. Cadenasso and being more particularly described as follows:
COMMENCING for the same at a point on the center line of said Railroad where the said center line intersects the Southeasterly line of Lot 26, if extended Westerly, as said line is shown on the Map of Cadenasso and Colony, Capay Valley, Yolo County, California, filed for record in the office of the Yolo County Recorder in Book 1 of Maps, at page 29; running thence Northwesterly along said center line of said Railroad, embracing a strip of land 100 feet wide lying Southwesterly of and adjacent to said center line, to the Westerly projection of the Northwesterly line of said Lot 26 at or near Engineer's Station 549+93, and being a portion of the lands conveyed by two deeds from the Capay Valley Land Company to Northern Railway Company, recorded December 3, 1888, in Liber 44 of Deeds, Page 142, and Liber 44 of Deeds, Page 164, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property on their 1979/80 Assessment Roll as Assessors Parcel No. 48-070-15, Code Area 63-025.

NOTE: This guarantee is limited to the above described property.

POR. T.10N., R.2W., M.D.B.&M. & RANCHO CAÑADA DE CAPAY

CAUTION - These maps ARE NOT for legal descriptions.



NOTE: This plat is Inserted for reference purposes only and is not made a part of this title evidence
WESTERN TITLE INSURANCE CO

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WESTERN TITLE INSURANCE CO

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WESTERN TITLE INSURANCE CO

M.B. Bk. 1, Pg. 31-Codenasso Townsite.

(formerly por. 21-58)

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk
County of Yolo

7/79

BK

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET - PAGE TWO

Group No. 1030

AMENDMENTS AND ADDITIONAL PROVISIONS: (AGREEMENT NO. 80-423)

Section 2-A(2) of the Service Agreement relating to eligibility of family dependents is superseded by the attached amendment titled "Coverage of Family Dependents".

Section F-1 of the Benefit Schedule is superseded by the amendment titled "Prescription Plan 3".

FILED

DEC 18 1980

PETER McNAMEE, Clerk
By [signature] DEPUTY

COVERAGE: All Subscribers have " S " Coverage. All Family Dependents have " S " Coverage.

MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are:

		Total
Basic Rate Structure		
Subscriber	$ 41.06	$ 41.06
Subscriber with one Family Dependent	Add $ 41.06	$ 82.12
Subscriber with two or more Family Dependents	Add $ 36.56	$ 118.68
Variables to Basic Rate Structure		
For each dependent child age 19 to 24 in a family of four or more Members	Add $ 20.54	
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan	Add $ - 0 -	
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:		
Subscriber	Subtract $ 12.18	
Subscriber's spouse (or child if there is no spouse)	Subtract $ 12.18	
Other Family Dependents	Subtract $ 7.68	

LIMIT ON SUPPLEMENTAL CHARGES for calendar year 1981:

For one Member of a Family Unit	$ 445.00
For two Members of a Family Unit	$ 890.00
For three or more Members of a Family Unit	$ 1,280.00

OPEN ENROLLMENT PERIOD: Applications made during the Open Enrollment Period December provide coverage effective February 1

Date Accepted December 16, 1980

Group YOLO COUNTY
Auditor's Office - Court House
Woodland, CA 95695

By: TWYLA J. THOMPSON
Group Representative

By: [signature]
Chairman, Board of Supervisors

Executed at Oakland, California to take effect as of February 1, 1981

Date November 25, 1980

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: [signature]
Authorized Representative, Northern California

680 to 861 SS P/R MH-c dr3 dep9+
M/R 28.88 KB

HMO FS-1

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

FACE SHEET – PAGE ONE

INTRODUCTION

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedule(s), as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, herein called "Health Plan", and the organization named below, herein called "Group".

Health Plan, in consideration of the monthly payments to be paid to Health Plan by Group and in consideration of the Supplemental Charges to be paid by or on behalf of Members, agrees to arrange necessary Medical and Hospital Services and other benefits as specified in the Benefit Schedule(s) and provisions modifying this Agreement, if any, for eligible persons who enroll hereunder, in accord with the terms, conditions, limitations and exclusions of this Agreement.

TERM AND TERMINATION

This Agreement continues in effect from the effective date stated below for one year, and from year to year thereafter, subject to Health Plan or Group terminating this Agreement by written notice to the other at least 60 days prior to any yearly anniversary of the effective date. This Agreement also may be terminated pursuant to Section 9.

AMENDMENT PROCEDURE

Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any yearly anniversary of the effective date of this Agreement by mailing a postage prepaid notice of the amendments to Group at its address of record with Health Plan at least 60 days before the anniversary. All such amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance at least 30 days before the anniversary, in which event this Agreement and all rights to services and other benefits hereunder terminate on the anniversary.

Dated

of Yolo County

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

HMO-08334 (revised 1-81)

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

INTERPRETATION OF AGREEMENT

In order to provide the advantages of integrated medical and hospital facilities and of group medical practice, Health Plan operates on a direct-service rather than indemnity basis. The interpretation of this Agreement is guided by the direct-service nature of the Health Plan program.

1. DEFINITIONS

As used in this Agreement and all attached schedules or provisions modifying this Service Agreement, if any, the terms in boldface type, when capitalized, have the meanings shown:

A. **Health Plan**: Kaiser Foundation Health Plan, Inc., a California nonprofit corporation organized for the primary purpose of arranging Medical and Hospital Services.

B. **Health Plan Region**: Any geographical area in which a direct-service health care program is conducted by Health Plan or a related organization.

C. **Subscriber**: A person who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder, and for whom the prepayment required by Section 4 has been received by Health Plan.

D. **Family Dependent**: Any person who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder, and for whom the prepayment required by Section 4 has been received by Health Plan.

E. **Family Unit**: A Subscriber and all his or her Family Dependents.

F. **Member**: Any Subscriber or Family Dependent; **Medicare Member**: Any Member entitled to benefits under both parts of Medicare who has assigned Part B benefits to Health Plan; **Part A Member**: Any Member entitled to benefits under Part A of Medicare; **Part B Member**: Any Member entitled to benefits under Part B of Medicare who has assigned Part B benefits to Health Plan.

G. **Medical Group**: The Permanente Medical Group.

H. **Physician**: Any doctor of medicine associated with or engaged by Medical Group; **Attending Physician**: The Physician primarily responsible for the care of a Member with respect to any particular injury or illness.

I. **Hospital**: Any hospital in the Northern California Region with respect to which Health Plan maintains contractual arrangements for Hospital Services. A current list of such Hospitals may be obtained from any Health Plan Office.

J. **Medical Office**: Any outpatient treatment facility in the Northern California Region which is staffed by Medical Group. A current list of Medical Offices may be obtained from any Health Plan Office.

K. **Medical Services:** Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, paramedical personnel, and other health professionals, including medical, diagnostic, therapeutic, and preventive services which are (i) generally and customarily provided in Northern California, and (ii) performed, prescribed or directed by the Attending Physician.

L. **Hospital Services:** Except as expressly limited or excluded by this Agreement, those medically necessary services for registered bed patients which are (i) generally and customarily provided by acute care general hospitals in Northern California, and (ii) prescribed, directed or authorized by the Attending Physician.

M. **Non-Member Rates:** The charges set forth in the applicable schedule of charges maintained by Medical Group or Hospitals for services provided to patients who are not Members.

N. **Service Area:** That geographical area within the sixteen Northern California counties (Alameda, Amador, Contra Costa, El Dorado, Marin, Napa, Placer, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo and Yuba) lying within a radius of 30 miles of any Hospital or Medical Office.

O. **House Call Area:** That geographical area surrounding each Hospital and Medical Office within which house calls are rendered under this Agreement. A current definition of each House Call Area may be obtained at the Medical Office on which the House Call Area is based.

P. **Medicare:** The Federal Health Insurance for the Aged and Disabled Act.

Q. **Skilled Nursing Facility:** An institution (or a distinct part of an institution) which (a) provides 24-hour-a-day licensed nursing care, (b) has in effect a transfer agreement with one or more hospitals, (c) is primarily engaged in providing skilled nursing care and related services to inpatients who require medical or nursing care as part of an ongoing therapeutic regimen, (d) is licensed by the State of California, and (e) has been approved in writing by Medical Group.

R. **Extended Care Services:** Those services necessary to the health of patients which are generally provided by skilled nursing facilities, including nursing care, bed and board, physical, occupational or speech therapy, medical social services, drugs, biological supplies, appliances and equipment, when such services are performed, prescribed or directed by the Attending Physician.

S. **Supplemental Charges:** Those amounts, if any, set forth in the Benefit Schedule(s), which must be paid by Members when they receive services not fully prepaid hereunder.

2. ELIGIBILITY, ENROLLMENT AND COVERAGE

A. **Eligibility** Individuals are accepted for enrollment and continuing coverage hereunder only if they meet all applicable repquirements set forth below and on the Face Sheet, and reside within the Service Area at the time of enrollment.

(1) Subscribers. To be a Subscriber, a person on his or her own behalf and not by virtue of dependency status, must be either:

(a) An employee of Group employed to work a minimum of 20 hours per week; or

(b) Entitled to coverage under a trust agreement or employment contract, except that no change in Group's eligibility or participation requirements is effective for purposes of this Agreement unless Health Plan consents.

(2) **Family Dependents**. To be a Family Dependent a person must be:

(a) The Subscriber's spouse; or

(b) A dependent child of the Subscriber or the Subscriber's spouse and either:

(i) Unmarried and under age 19; or

(ii) Over age 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 19, and chiefly dependent upon the Subscriber or the Subscriber's spouse for support and maintenance, with proof of incapacity and dependency furnished annually if requested by Health Plan; or

(c) Any other unmarried dependent child under age 19 entirely supported by the Subscriber or the Subscriber's spouse and permanently residing in the Subscriber's household.

(3) **Ineligible Persons**. No person is eligible to enroll hereunder if the person or any other person in his or her Family Unit has had Health Plan coverage terminated under this or any other Health Plan Medical and Hospital Service Agreement for any reason specified in Section 9-B.

B. **Enrollment**. Group will (i) offer coverage under this Agreement to all eligible persons on conditions no less favorable than those for any alternate health care plan available through Group, and (ii) have an open enrollment period at least once a year during which all eligible persons are offered a choice of enrollment under this Agreement or any alternate health care plan available through Group.

(1) **Newly Eligible Persons**. A person who newly attains eligibility to become a Subscriber may enroll by submitting an enrollment application to Group within 30 days. If Group has a probationary period during which a new employee may not enroll, the enrollment application must be submitted to Group within 30 days after the probationary period ends. If Subscriber desires to enroll the persons then eligible to become the Subscriber's Family Dependents, they must be enrolled at the same time.

Any person who thereafter newly attains eligibility to become a Family Dependent, such as a new spouse or newborn child, may be enrolled by Subscriber's submitting a change of enrollment form to Group within 30 days. A newborn child of a Family Dependent other than the Subscriber's spouse may be enrolled only if the newborn child is eligible under Section 2-A(2)(c).

(2) **Open Enrollment Period**. Eligible persons not enrolled when newly eligible may be enrolled as Subscribers and Family Dependents only during the open enrollment period shown on the Face Sheet by submitting an enrollment application to Group.

Limitation on Enrollment. If Health Plan determines that it is necessary to limit enrollment of additional Subscribers in order to maintain a suitable level of Medical or Hospital Services to Members, Health Plan may limit enrollment as it deems appropriate notwithstanding the eligibility and enrollment provisions of this Section 2 or any other provision of this Agreement.

C. **Effective Date of Coverage**.

(1) **Newly Eligible Persons.** Coverage for every newly eligible and enrolled person except a newborn or adopted child is effective on the first day of the month following the application date on the enrollment card. An adopted child is covered from the date placed in the custody of the adoptive parents.

(2) **Newborns.** Coverage for a newborn child is provided during the mother's confinement or during the calendar month of the child's birth, whichever is greater. For coverage thereafter the newborn must be enrolled in accord with Section 2-B(1) above.

(3) **Open Enrollment Period.** Coverage for persons enrolled during an open enrollment period is effective on the date specified on the Face Sheet.

3. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

The relationship between Health Plan and Medical Group and between Health Plan and Hospitals is an independent contractor relationship. Physicians and Hospitals are not agents or employees of Health Plan, nor is Health Plan, or any employee of Health Plan, an employee or agent of Hospitals or Medical Group or any Physician.

Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all Medical Services. Hospitals maintain the hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

Patient-identifying information from the medical records of Members and patient-identifying information received by Physicians or Hospitals incident to the physician-patient or hospital-patient relationship is kept confidential and is not disclosed without the prior consent of the Member, except (i) for internal use by Health Plan, Hospitals or Medical Group in bona fide medical research or education, or for use in the administration of this Agreement, and (ii) to comply with government requirements established by law.

Neither Group nor any Member is the agent or representative of Health Plan, and neither is liable for any acts or omissions of Health Plan, its agents or employees, or of Medical Group, any Physician, or Hospitals, or any other person or organization with which Health Plan has made or hereafter makes arrangements for performance of services under this Agreement.

4. RATES AND PAYMENT

Payment for coverage hereunder is made as follows:

A. **Monthly Payments.** Group shall remit to Health Plan on behalf of each Subscriber and his or her Family Dependents the amounts specified on the Face Sheet for each month on or before the agreed upon date in the preceding month. These amounts are called the "Base Payment". If a state or any other taxing authority imposes upon Health Plan a tax or license fee which is levied upon or measured by the Base Payment or by Health Plan's gross receipts or any portion of either, then Health Plan may amend this Agreement with respect to rates to increase the Base Payment by an amount sufficient to cover all such taxes or license fees rounded to the nearest cent, effective as of the date stated in the notice, which shall not be earlier than the date of imposition of such tax or license, by mailing a postage prepaid notice of the amendment to Group at its address of record with Health Plan at least 30 days before the effective date of the amendment.

Only Members for whom the stipulated payment is received by Health Plan are entitled to Medical and Hospital Services hereunder and then only for the period for which such payment is received.

B. **Other Charges.** In addition, Members must pay or arrange for payment of amounts they owe Health Plan, Hospitals and Medical Group.

C. **Medicare Payments.** Payments required hereunder are established on the assumption that Medicare payments for services provided to Members hereunder will be received by Health Plan or the provider of services entitled thereto. Therefore all sums payable on behalf of Members pursuant to Medicare for services provided pursuant to this Agreement are payable to and retained by either Health Plan or the provider of services entitled thereto, and each Member entitled to any Medicare benefits shall complete and submit to Health Plan all consents, releases, assignments and other documents reasonably requested by Health Plan in order to assure such payment. Any Member who fails to do so must pay for services received at Non-Member Rates.

5. SERVICES AND BENEFITS

Subject to all terms and provisions of this Agreement, Members are entitled to receive services and other benefits as follows:

A. **Within the Service Area.** Within the Service Area Members are entitled to receive the services and other benefits specified in the applicable Benefit Schedule when provided, prescribed or directed by Physicians.

Choice of Physician and Hospital. Within the Service Area, covered services are available only from Medical Group, Hospitals and in Skilled Nursing Facilities, and neither Health Plan, Hospitals, Medical Group nor any Physician has any liability or obligation on account of any service or benefit sought or received by any Member from any other doctor, hospital or skilled nursing facility, or other person, institution or organization, unless (1) prior special arrangements are made by a Physician and confirmed by written referral from Medical Group, or (2) such services are covered under Section S-1(a) of the applicable Benefit Schedule.

B. Outside the Service Area. While away from home and outside the Service Area, Members may receive the benefits under Sections R and S-1(b) of the applicable Benefit Schedule.

6. EXCLUSIONS, LIMITATIONS AND REDUCTIONS

A. Exclusions. The following items are excluded from the coverage of this Agreement:

(1) Employer or Governmental Responsibility.

(a) Financial responsibility for services and other benefits provided or arranged by Health Plan for any illness, injury or condition for which, or as a result of which, a payment or any other benefit, including amounts received in settlement of claims therefor ("Financial Benefit") is provided or is required to be provided either:

(i) Pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or

(ii) From any federal, state, county, municipal or other governmental agency, excluding Medicaid benefits.

(b) Services for any illness, injury or condition for which, or as a result of which, a service benefit, including amounts received in settlement of claims therefor ("Service Benefit") is provided or is required to be provided by the Veteran's Administration for military service-connected disabilities, as defined by the Veteran's Administration, when such care is reasonably available to the Member.

If there is reasonable doubt whether any Financial Benefit or Service Benefit is available or is required to be provided because of such illness, injury or condition pursuant to such a law or from such a source, and if the Member seeks diligently to establish his or her rights to Financial Benefits or Service Benefits, then services that otherwise would be provided under this Agreement will be provided, except that the value of such services, at Non-Member Rates is recoverable by Health Plan or its nominee from any person, organization, or agency providing Financial Benefits or Service Benefits or from whom Financial Benefits or Service Benefits are due, or from the Member, to the extent that monetary benefits are provided or payable or would have been required to be provided if the Member had diligently sought to establish his or her rights to such Financial Benefits or Service Benefits.

(2) Custodial, Convalescent, Intermediate or Domiciliary Care.

(a) Custodial care, domiciliary care, or convalescent care.

(b) Care in an intermediate care facility or care for which, in the judgment of the Attending Physician, the facilities and services of an acute general hospital or the extended care level services of a Skilled Nursing Facility are not medically required.

(3) Cosmetic Services. Services for which plastic surgery or other services are indicated primarily for cosmetic purposes, except that Members who undergo mastectomy on or after July 1, 1980 may receive reconstructive surgery only in accord with Section I or the Benefit Schedule(s).

(4) Dental Care. Dental care, including dental care following accidental injury to teeth.

(5) Certain Physical Examinations. Physical examinations required for obtaining or continuing employment, insurance or governmental licensing.

(6) **Experimental Procedures and Procedures Not Generally and Customarily Available in Northern California.** Medical, surgical and other health care procedures which are experimental or which are not generally and customarily available in Northern California.

(7) **Voluntary Infertility**. Services to reverse voluntary, surgically induced infertility.

(8) **Durable Equipment**. Durable medical equipment, such as oxygen tents, hospital beds, and wheelchairs used in the Member's home (including an institution used as his or her home) except that Medicare Members have the benefits set forth in Section L-2 of the applicable Benefit Schedule.

(9) **Corrective Appliances and Artificial Aids.** Artificial aids and corrective appliances, such as braces, prosthetic devices, hearing aids, corrective lenses and eyeglasses, except that Physicians provide the services necessary to determine the need therefor and attempt to make arrangements whereby they may be obtained at reasonable rates. Prosthetic devices and cataract lenses are provided at no charge to Members with Medicare Part B. Members who undergo mastectomy on or after July1, 1980 may receive prosthetic devices only in accord with Section I of the Benefit Schedules(s).

(10) **Blood**. Blood, unless replaced in accord with designated blood bank rules.

(11) **Organ Transplants**. Organ transplants are excluded except kidney transplants are provided in accord with Section J of the applicable Benefit Schedule.

B. **Limitations**. The rights of Members and obligations of Health Plan, Hospitals, Medical Group and Physicians hereunder are subject to the following limitations:

(1) **Major Disaster or Epidemic.** If a major disaster or epidemic occurs, Physicians and Hospitals render Medical and Hospital Services (and arrange Extended Care Services and home health services) insofar as practical, according to their best judgment, within the limitation of available facilities and personnel, but neither Health Plan, Hospitals, Medical Group nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent the disaster or epidemic causes unavailability of facilities or personnel.

(2) **Unusual Circumstances.** If, due to unusual circumstances, such as (a) complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes not involving Health Plan, Kaiser Foundation Hospitals or the Permanente Medical Group, disability of a significant part of Hospital or Medical Group personnel, or similar causes, or (b) labor disputes involving Health Plan, Kaiser Foundation Hospitals or the Permanente Medical Group, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Hospitals, Medical Group and Physicians will use their best efforts to provide services covered hereunder, but, with regard to (a) neither Health Plan, Hospitals, Medical Group nor any Physician shall have any liability or obligation on account of such delay or such failure to provide services or other benefits, and, with regard to (b), the provision of non-emergent care may be deferred until after resolution of the labor dispute.

(3) **Refusal to Accept Treatment**. Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by Physicians. Physicians may regard such refusal as incompatible with the continuance of a satisfactory physician-patient relationship and as obstructing the providing of proper medical care. Physicians use their best efforts to render all necessary and appropriate professional services in a manner compatible with a Member's wishes, insofar as this can be done consistently with the Physician's judgment regarding proper medical practice. If a Member refuses to follow a recommended treatment or procedure and the Physician believes that no professionally acceptable alternative exists, the Member is so advised. If the Member still refuses to follow the recommended treatment or procedure, then neither Medical Group, Hospitals, Health Plan nor any Physician has any further responsibility to provide care for the condition under treatment.

(4) **Alcoholism, Drug Abuse and Addiction**. Services for alcoholism, drug abuse and addiction are provided only in accord with Section M of the applicable Benefit Schedule.

(5) **Psychiatric Conditions**. Mental health services, including any treatment for mental illness or disorder, or drug-induced mental condition, are provided only in accord with Section N of the applicable Benefit Schedule.

(6) Rehabilitation. Rehabilitative treatment is provided only in accord with Section E of the applicable Benefit Schedule.

C. **Reductions.** The benefits of Members are subject to the following reductions:

(1) Injuries or Illnesses Caused by Third Parties. This reduction does not apply to Medicare Members.

(a) Services Received at Facilities Contracting with Health Plan. If injury or illness is caused by any act or omission of a third party, services and other benefits are furnished or arranged by Physicians and Hospitals at Non-Member Rates; however, the Member is not required to pay any portion of such charges for services and other benefits which is in excess of the total amount collected from or on behalf of the third party on account of the injury or illness.

(b) Emergency Services Received at Facilities Not Contracting with Health Plan. If injury or illness is caused by any act or omission of a third party, payments under Section S of the Benefit Schedule(s) are made for the services of physicians, hospitals and other providers not contracting with Health Plan if the Member executes an agreement (i) to reimburse Health Plan for any amount it pays up to the amount of any settlement or judgment the Member receives, and (ii) directing his or her attorney to disburse such amounts directly to Health Plan.

(2) Medicare. Benefits are reduced by any benefits to which a Member is entitled under Medicare.

7. CONVERSION AND TRANSFER

A. **Conversion to Non-Group Membership.** If any person ceases to qualify as a Member for any reason other than termination of Membership rights pursuant to Section 9, then said person may, within 30 days after termination of said rights convert to non-group membership effective as of the date of such termination.

B. **Change of Residence.** Members who move from the Northern California Region to any geographical area not served by Health Plan, a related organization or Kaiser/Prudential Health Plan may, if they desire, continue their Health Plan coverage. However, the only benefits provided outside the Service Area are those specified in Sections R and S of the applicable Benefit Schedule(s).

Members who move to another Health Plan Region or to the geographical area served by Kaiser/Prudential Health Plan must promptly apply to the Health Plan Office in such Region to transfer their membership.

No right to service benefits under Sections R and S of the applicable Benefit Schedule(s) exists in another Health Plan Region or in the geographical area served by Kaiser/Prudential Health Plan after a Member has been a resident in the Region more than 90 days, unless the Member, by prior application to Health Plan, demonstrates special circumstances under which a longer period is "temporary" and the Member's continuing status of temporary residence is confirmed in writing by Health Plan.

8. ARBITRATION OF CLAIMS

A. **Initiating a Claim.** Any claim arising from alleged violation of a legal duty incident to this Agreement shall be submitted to binding arbitration if the claim is asserted:

(1) By a Member, or by a Member's heir or personal representative ("Claimant");

(2) On account of death, mental disturbance or bodily injury arising from rendition or failure to render services under this Agreement, irrespective of the legal theory upon which the claim is asserted;

(3) For monetary damages exceeding the jurisdictional limit of the Small Claims Court; and

(4) Against one or more of the following ("Respondent"):

(a) Health Plan,
(b) Hospitals,
(c) Medical Group,

(d) Any Physician, or
(e) Any employee of the foregoing.

Claimant shall initiate the claim by serving at least one Respondent with notice of the nature of the claim and a demand for arbitration. Claimant shall serve all Respondents reasonably servable, and the arbitrators shall have jurisdiction only over Respondents actually served. The notice and demand must be served in the following manner: Natural persons must be served as in a California civil action, and any other Respondent must be served by registered letter, postage prepaid, addressed to Respondent in care of Health Plan at the address provided in Section 10-J.

B. **Initiating Arbitration Proceedings.** Within 30 days after initial service on a Respondent, Claimant and Respondent each shall designate an arbitrator and give written notice of such designation to the other, and each shall deposit $150 in a special account maintained by Bank of America National Trust and Savings Association, Oakland Main Branch, 1200 Broadway, Oakland, California 94612, to provide the initial funds to pay the fees of the neutral arbitrator and expenses of arbitration as approved by him or her, which fees and expenses shall be borne equally by the parties. "Expenses of arbitration" do not include counsel or witness fees or other expenses incurred by a party for his or her own benefit. Said account shall be replenished from time to time as directed by the neutral arbitrator. Within 30 days after these notices have been given and payments made, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection to Claimant and all Respondents served, and the three arbitrators shall hold a hearing within a reasonable time thereafter. Except where otherwise agreed to by the parties, arbitration shall be held at a time and place designated by the neutral arbitrator in a county where an alleged wrongful act occurred.

C. **General Provisions.** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding and all Respondents duly served in connection therewith shall be parties. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the Claimant fails to pursue the arbitration claim in accord with the procedures prescribed herein with reasonable diligence. All notices or other papers required to be served or convenient in the conduct of arbitration proceedings following the initial service shall be served by mailing the same, postage prepaid, to such address as each party gives for this purpose. With respect to any matter not herein expressly provided for, the arbitration shall be governed by California Code of Civil Procedure provisions relating to arbitration.

9. TERM AND TERMINATION

Except as expressly provided in this Section, all rights to services and other benefits hereunder terminate as of the effective date of termination.

A. **Termination of Agreement.** This Agreement continues in effect as specified on the Face Sheet, subject to:

(1) **Termination on Notice.** Either party may terminate this Agreement by giving written notice to the other as specified on the Face Sheet.

(a) If Group terminates this Agreement pursuant to this Section 9-A(1), all rights to services and other benefits hereunder terminate as of the effective date of termination.

(b) If Health Plan terminates pursuant to this Section 9-A(1) and does not give Members covered hereunder the option of converting to non-group membership, the following provisions apply:

(i) **Institutional Care.** Any Member who is a registered bed patient in a Hospital or Skilled Nursing Facility at the effective date of termination receives all benefits otherwise available hereunder to institutionalized patients, for the condition under treatment, subject to payment of Supplemental Charges, if any, until either the expiration of such benefits, or determination by the Attending Physician that care in the Hospital or Skilled Nursing Facility is no longer medically indicated, whichever occurs first.

(ii) **Obstetrical Benefits.** For any Member under obstetrical care at the effective date of termination, obstetrical and newborn care only, through confinement and discharge, is provided upon payment of applicable Supplemental Charges.

(2) Nonpayment. If Group fails to make any past due monthly payment within 15 days after notice to Group of the amount payable, then Health Plan may terminate this Agreement effective immediately upon written notice.

(3) Discontinuance or Partial Discontinuance of Health Plan Operations and Services. If Health Plan's governing board determines that Health Plan would be unable or it would be impractical to continue providing or arranging any or all benefits and services being provided or arranged pursuant to this Agreement, then Health Plan may terminate this Agreement upon 30 days' written notice to Group, and, except for benefits referred to in Section 9-A(1)(b)(i) and (ii) and Section 9-A(4), neither Health Plan, Hospitals, Medical Group nor any Physician shall have any further liability or responsibility by reason of or pursuant to this Agreement after the effective date of such termination.

(4) Continued Benefits for Disabled Members. If this Agreement is terminated, any totally disabled Member who became totally disabled after December 31, 1977, and while enrolled as a Member under this Agreement shall, subject to all limitations and restrictions of this Agreement, including payment of Supplemental Charges, be covered for the disabling condition for (a) 12 months, or (b) until no longer totally disabled, or (c) until this Agreement is replaced by another group health benefits arrangement providing benefits similar to those provided hereunder (if such other arrangement is without limitation as to the disabling condition), whichever occurs first. A person is totally disabled if he or she (1) has any medically determinable physical or mental impairment that (a) can be expected to result in death, or (b) has lasted or can be expected to last for a continuous period of not less than 12 months, and (c) that renders the individual unable to engage in any substantial gainful activity, or (2) is (a) age 55 or older, and (b) unable, by reason of legal blindness, to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he or she previously engaged with some regularity over a substantial period of time.

B. **Termination of Specific Members.**

(1) Termination for Cause. If Hospitals or Medical Group after reasonable efforts to establish and maintain a satisfactory hospital-patient relationship or physician-patient relationship with any Member, are unable to do so, then the rights of the Member and all other Members of the Family Unit may be terminated on not fewer than 15 day's written notice to Subscriber.

(2) Nonpayment. If a Member fails to pay any amount due Health Plan, Hospitals or Medical Group within 15 days after notice to the Family Unit Subscriber of the amount due, then Health Plan may terminate the rights of the Member and all other Members of the Family Unit effective immediately upon written notice, and their rights may be reinstated only by payment of the amounts due and by renewed application and re-enrollment in accord with Section 2-B(2). Services received after the effective date of termination are charged at Non-Member Rates.

(3) Furnishing Incorrect or Incomplete Information. Members warrant that all information contained in applications, questionnaires, forms or statements submitted to Health Plan incident to enrollment under this Agreement or the administration hereof is true, correct and complete, and if a Member knowingly furnishes incorrect or incomplete information, then the rights of the Member and all other Members of the Family Unit may be terminated effective immediately upon written notice.

(4) Misuse of Identification Card. If any Member permits the use of his or her or any other Member's Health Plan identification card by any other person, or uses another person's card, the card may be retained by Health Plan, and all rights of the Member and all other Members of the Family Unit may be terminated effective immediately upon written notice.

C. **Return of Prorata Portion of Monthly Payment in Certain Cases.** If the rights of a Member hereunder are terminated under Section 9-B, prepayments received on account of the terminated Member or Members applicable to periods after the effective date of termination, plus amounts due on claims, if any, less any amounts due to Health Plan, Hospitals or Medical Group, are refunded within 30 days and neither Health Plan, Hospitals, Medical Group nor any Physician has any further liability or responsibility under this Agreement.

D. **Opportunity for Review of Certain Terminations by Commissioner of Corporations.** A Member who alleges that his or her rights hereunder were terminated or not renewed because of a Member's health status or requirements for health care services, may request a review of the termination by the Commissioner of Corporations. Section 1365(b) of the Knox-Keene Act provides as follows:

"(b) An enrollee or subscriber who alleges that an enrollment or subscription has been canceled or not renewed because of the enrollee's or subscriber's health status or requirements for health care services may request a review by the commissioner. If the commissioner determines that a proper complaint exists under the provisions of this section, the commissioner shall notify the plan. Within 15 days after receipt of such notice, the plan shall either request a hearing or reinstate the enrollee or subscriber. If, after hearing, the commissioner determines that the cancellation or failure to renew is contrary to subdivision (a), the commissioner shall order the plan to reinstate the enrollee or subscriber. A reinstatement pursuant to this subdivision shall be retroactive to the time of cancellation or failure to renew and the plan shall be liable for the expenses incurred by the subscriber or enrollee for covered health care services from the date of cancellation or nonrenewal to and including the date of reinstatement."

10. MISCELLANEOUS PROVISIONS

A. **Acceptance of Agreement.** Group may accept this Agreement either by execution of the acceptance provided on the Face Sheet or by making payment to Health Plan pursuant to Section 4-A hereof, and such acceptance renders all terms and provisions hereof binding on Health Plan and Group.

B. **Agreement Binding on Members.** By this Agreement, Group makes Health Plan coverage available to persons who are eligible. However, this Agreement is subject to amendment, modification or termination in accord with any provision hereof or by mutual agreement between Health Plan and Group without the consent or concurrence of Members. By electing medical and hospital coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

C. **Applications, Statements, and Questionnaires.** Members or applicants for membership shall complete and submit to Health Plan such applications or other forms or statements as Health Plan may reasonably request.

D. **Identification Cards.** Cards issued by Health Plan to Members pursuant to this Agreement are for identification only. Possession of a Health Plan identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member on whose behalf all applicable charges under this Agreement have been paid. Any person receiving services or other benefits to which he or she is not entitled pursuant to the provisions of this Agreement is chargeable therefor at Non-Member Rates.

E. **Right to Examine Records.** Health Plan at reasonable times may examine Group's pertinent records, with respect to eligibility and monthly payments under this Agreement.

F. **Notice of Certain Events.** Health Plan shall give Group written notice within a reasonable time of any termination or breach of contract by, or inability to perform of, Hospitals or Medical Group or any other person with whom Health Plan has a contract to provide services and benefits hereunder, if Group may be materially and adversely affected thereby.

G. **Governing Law.** Health Plan is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and of Subchapter 5.5 of Chapter 3 of Title 10 of the California Administrative Code, and any provision required to be in this Service Agreement by either of the above shall bind Health Plan whether or not set forth herein.

H. **Administration of Agreement.** Health Plan may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

I. **Member Information.** Group shall inform Subscribers (i) of the monthly payment applicable to their coverage; (ii) of conditions of eligibility regarding Subscribers and Family Dependents; and (iii) when coverage becomes effective and terminates.

J. **Notices.** Any notice under this Agreement may be given by United States mail, postage prepaid, addressed as follows:

If to Health Plan:

KAISER FOUNDATION HEALTH PLAN, INC.
P.O. Box 12916
Oakland, California 94604

If to a Member:

To the latest address provided for the Member on enrollment or change of address forms actually delivered to Health Plan.

If to Group:

To the address indicated on the Face Sheet. A person designated as Group Representative on the Face Sheet or otherwise designated by Group by notice to Health Plan shall disseminate notice to Subscribers by the next regular communication to them but in no event later than 30 days after receipt thereof, of all matters (of which Group Representative receives notice from Health Plan) to which a reasonable person would attach importance in determining the action to be taken upon the matter.

AUDITOR'S OFFICE
NOV 25 4 48 PM '80

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

"S" COVERAGE

BENEFIT SCHEDULE

Subject to all terms, conditions, limitations and exclusions in the foregoing Service Agreement, Members with "S" coverage are entitled to the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified Supplemental Charges. These services and benefits are available only if and to the extent that they are provided, prescribed or directed by a Physician, and unless otherwise specificially provided, received at a Hospital or Medical Office.

Benefits hereunder include and are not in addition to Medicare benefits.

A. MEDICAL CARE IN HOSPITAL, OFFICE AND SKILLED NURSING FACILITY

Except for Medical Services specifically described in other Sections of this Benefit Schedule, Medical Services are provided as follows:

1. **Care While Hospitalized.** During prescribed hospitalization specified in Section B, Medical Services, including surgical procedures, obstetrical care, prenatal procedures to diagnose genetic disorders of the fetus, anesthesia and consultation with and treatment by specialists, are provided without charge.

2. **Care in Medical Offices or Emergency Departments.**

   (a) **Diagnosis and Treatment.** Medical Services, including surgical procedures, obstetrical care, eye examinations for corrective lenses, ear examinations to determine the need for hearing correction, and consultation with and treatment by specialists, are provided without charge.

   (b) **Preventive Services.** Medical Services for health maintenance, including physical check-ups, venereal disease tests, cytology examinations, and other preventive medical services, are provided without charge.

   Exclusion: Physical examinations required for obtaining or continuing employment, insurance or governmental licensing are not covered.

3. **Care in Skilled Nursing Facility.** Medical Services, to the extent practicable within the limitations of the equipment and staff of a Skilled Nursing Facility, are provided without charge while the Member is admitted to a Skilled Nursing Facility as a registered bed patient.

B. HOSPITAL CARE

When prescribed, the following Hospital Services are provided without charge: room and board; general nursing care; services and supplies; use of operating room; private room; intensive care room and related hospital services; special diet; special duty nursing; medications as specified in Section F; and medical supplies.

Prescribed blood transfusions are provided without charge, including blood if replaced at a blood bank designated by Medical Group in accord with the blood bank's requirements. Non-Member Rates are charged if blood is not replaced. No charge is made for blood covered under Medicare. A blood transfusion program is available to Members who make periodic blood contributions.

C. HOUSE CALLS

Necessary house calls by Physicians and by visiting nurses when prescribed by a Physician are provided within House Call Areas.

1. **Physicians' Calls.** Physicians' house calls are charged for as follows:

Calls requested or made between 9 a.m. and 5 p.m. . . . . $3.50 per call
Calls requested and made between 5 p.m. and 9 a.m. . . . . $5.00 per call

An additional charge of $2.00 is made for each additional Member who requires attention at the same household.

2. **Nurses' Calls.** No charge is made for prescribed calls by visiting nurses.

D. X-RAY AND LABORATORY

All prescribed X-ray and laboratory tests, services and materials, including diagnostic and therapeutic X-rays and isotopes, electrocardiograms and electroencephalograms are provided without charge.

E. PHYSICAL THERAPY, INHALATION THERAPY, NEUROMUSCULAR REHABILITATION, OCCUPATIONAL THERAPY AND SPEECH THERAPY

1. **Physical Therapy and Inhalation Therapy.** Prescribed physical therapy and inhalation therapy are provided without charge. Physical therapy is limited to treatment for conditions (including acute phases of chronic conditions) which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. **Neuromuscular Rehabilitation.** If the Attending Physician and the medical staff at the Kaiser Foundation Rehabilitation Center in Vallejo are of the opinion that a Member is apt to derive substantial benefits from a course of institutional care of limited duration, more extensive specialized physical medicine and rehabilitation services, including physical therapy and post-polio rehabilitation, are provided at the Rehabilitation Center at one-half Non-Member Rates, except that services covered in whole or in part under Part A of Medicare are provided to Part A Members without charge, services covered in whole or in part under Part B of Medicare are provided to Part B Members without charge, and all services covered in whole or in part by Medicare are provided to Medicare Members without charge.

3. **Occupational Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed occupational therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Occupational therapy hereunder is limited to treatment which assists the Member to achieve and maintain improved functioning in self-care and in other customary activites of daily living, and is provided only for medical conditions (including acute phases of chronic conditions) which, in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy.

4. **Speech Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed speech therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Speech therapy hereunder is limited to treatment for speech impairments of specific organic origin, and is

provided only for conditions (including acute phases of chronic conditions) which, in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy.

F. PRESCRIBED MEDICATIONS, IMMUNIZATIONS, DRESSINGS AND CASTS

1. Prescribed Medications.

(a) Administered to Members. All prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials administered during hospitalization specified in this Benefit Schedule or at Medical Offices, at Hospital emergency departments, and on house calls are provided without charge.

(b) Purchased by Members.

(i) Members Who Are Not Medicare Members. Members who are not Medicare Members may purchase drugs and medications at reasonable rates from pharmacies in Hospitals and designated Medical Offices.

(ii) Medicare Members. Medicare Members may purchase covered medications and accessories at the American Druggists' **Blue Book** or Drug Topics' **Red Book** unit price determined from the smallest standard size package listed, or for $1.00, whichever is greater. The **Blue Book** is used when it is most current and the **Red Book** is used when it is most current. Each prescription refill is provided on the same basis as the original prescription.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in Hospitals and designated Medical Offices. The scheduled hours of operation of such pharmacies will be provided to Group on request.

(1) Drugs for which a prescription is required by law.

(2) Additional drugs and accessories:

(A) Diabetic supplies:

(1) insulin;

(2) sugar test tablets, sugar test tape, acetone test tablets and Benedict's solution or equivalent;

(3) disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

(B) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accord with a physician's prescription).

(C) Elixir Terpin Hydrate, N.F.

(D) The following anti-acids: aluminum hydroxide, aluminum hydroxide with magnesium trisilicate, aluminum and magnesium hydroxide gel, calcium carbonate, magnesium carbonate suspension, and dihydroxyaluminum aminoacetate.

2. Immunizations. Immunizations generally available in Northern California which were developed and in general use for specific diseases on April 1 of the year immediately preceding the year in which this Agreement became effective or was last renewed are provided without charge. A list of diseases for which immunizations are covered is available at Health Plan Offices.

3. **Dressings and Casts.** During hospitalization specified in Section B, and at Medical Offices, Hospital emergency departments and on house calls, prescribed dressings and casts are provided without charge.

G. AMBULANCE SERVICE

Necessary ambulance service is provided without charge within the Service Area if ordered or approved by a Physician.

H. FAMILY PLANNING AND INFERTILITY STUDIES

Family planning counseling, including pre-abortion and post-abortion counseling and information on birth control, is provided upon payment of the registration charge, if any, specified in Section A-2. Contraceptive devices are provided at reasonable charges. Contraceptive drugs are provided in accord with Section F.

All Medical Services for diagnosis and treatment of involuntary infertility are provided upon payment of the registration charge, if any, specified in Section A-2. X-ray and laboratory procedures in conjuction with family planning and infertility studies are provided in accord with Section D, and medications are provided in accord with Section F.

I. RECONSTRUCTIVE SURGERY AND PROSTHETIC DEVICES FOLLOWING MASTECTOMY

If all or part of a breast is surgically removed for medically necessary reasons, reconstructive surgery and prosthetic devices incident to the mastectomy are provided, subject to the payment of applicable Supplemental Charges, if any. A Physician determines whether reconstructive surgery is medically feasible, and the extent to which further reconstructive surgery is necessary. Replacement will be made when a prosthesis is no longer functional. Custom made prosthesis will be provided when necessary. This benefit is limited to Members who undergo mastectomy on or after July 1, 1980.

J. HEMODIALYSIS AND KIDNEY TRANSPLANTS

Subject to the limitations set forth in this Section, all necessary services for hemodialysis for chronic renal disease and for kidney transplants are provided without charge. Covered services include equipment, training and medical supplies required for home dialysis, and the directly related reasonable medical and hospital expenses of a donor or prospective donor.

Covered services are provided only upon referral by Medical Group at hemodialysis facilities or at community transplant facilities within Northern California that are approved by Medical Group and are approved for participation in the Medicare program. Referrals are subject to all provisions of Section Q and are made only if Medical Group determines that a service referred to in this Section represents the preferred method of treatment. If, after referral, either Medical Group or the medical staff of the referral facility determines that the Member does not satisfy its criteria for the service involved, Health Plan's obligation is limited to paying for covered services provided prior to such determination, plus covered services subsequently provided that are covered in whole or in part under Medicare. Neither Health Plan, Medical Group nor Physicians undertake to furnish a kidney donor nor to assure the availability or capacity of referral facilities approved by Medical Group.

Hemodialysis for acute conditions is provided subject to the provisions of this Benefit Schedule, excluding this Section J. Whether a Member is suffering from an acute or chronic condition is determined by Medical Group.

K. EXTENDED CARE SERVICES

During each calendar year, up to 100 days of prescribed Extended Care Services are provided or arranged without charge at approved Skilled Nursing Facilities. Extended Care Services include medical supplies and equipment ordinarily furnished by the Skilled Nursing Facility, and all prescribed drugs and biologicals.

L. HOME HEALTH SERVICES

Benefits under this Section are available only if the Attending Physician determines that it is feasible to maintain effective supervision and control of the Member's care.

1. **Members Not Entitled to Medicare Benefits.** Home health services are limited to skilled nursing services on a part-time, intermittent basis as prescribed or directed by the Attending Physician, and are provided without charge.

2. **Members Entitled to Medicare Benefits.** All Home Health Services (as defined in Medicare) that are covered in whole or in part under Medicare, and that are prescribed or directed by the Attending Physician, are provided without charge.

Durable Equipment for Medicare Members. Durable medical equipment used in a patient's home (including an institution used as his or her home) covered in whole or in part under Medicare is provided without charge to Medicare Members for the same period that partial or full reimbursement therefor is available under Medicare.

M. TREATMENT FOR ALCOHOLISM, DRUG ABUSE AND DRUG ADDICTION

Subject to the exclusions in this Section, treatment and counseling for alcoholism and for abuse of or addiction to drugs are provided in accord with this Benefit Schedule, except that hospital care for detoxification is limited to removal of the toxic substance or substances from the system. Mental health services for treatment of alcoholism, drug abuse or drug addiction are provided in accord with Section N. Determination of the need for services of a specialized facility, and referral to such a facility in appropriate cases, are covered, but the specialized facility's services are not.

Exlusions. The following services are not provided:

1. Care for a patient who, or condition which, in the professional judgment of the Attending Physician, would not be responsive to therapeutic management.

2. House Calls.

N. MENTAL HEALTH SERVICES

1. **Medical Care.** Mental health services of Physicians and other health professionals as specified in this Section are limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

(a) Care While Hospitalized. During prescribed hospitalization specified in Section N-2, Medical Services for psychiatric conditions are provided without charge. These Services include services of Physicians and other health professionals, as performed, prescribed or directed by the Attending Physician, including individual therapy, psychiatric nursing care, group therapy, occupational therapy, shock therapy and drug therapy.

(b) Care in Medical Offices or Emergency Departments. All services of Physicians and other health professionals, as performed, prescribed or directed by the Attending Physician, including diagnostic evaluation and psychiatric treatment, individual therapy, group therapy, and psychiatrically oriented child and teenage guidance and counseling, are provided upon payment of the registration charge, if any, specified in Section A-2 for the first 20 visits each calendar year, and at Non-Member Rates thereafter, except Medicare Members and Part B Members pay the registration charge specified in Section A-2 for all visits. A $5.00 charge is made for each broken appointment unless the appointment is cancelled at least 24 hours in advance with the appointment desk with which it was made. A broken appointment counts as a visit for purposes of this benefit.

2. **Hospital Care.** Inpatient care is provided at the Kaiser Foundation Psychiatric Center in the Northern California Region, or at another Hospital designated by the Attending Physician.

(a) **Members Other Than Medicare Members and Part A Members.** If, in the professional judgment of the Attending Physician, a Member who is not a Medicare Member or Part A Member requires short-term inpatient mental health services, 45 days of hospitalization are provided each calendar year, except that this benefit is reduced by one day for (i) each two days of day care or night care received by the Member pursuant to Section N-3 during the calendar year, and (ii) each two days the patient is on temporary leave from the Hospital on the recommendation of the Attending Physician, and for this purpose no leave of four days or more is considered temporary.

(b) **Medicare Members and Part A Members.** If, in the professional judgment of the Attending Physician, a Medicare Member or Part A Member requires short-term inpatient mental health services, hospitalization as specified in Section B is provided without charge.

3. **Day Care and Night Care.** Day care and night care are provided at the Kaiser Foundation Psychiatric Center in the Northern California Region, or at another Hospital designated by the Attending Physician.

(a) **Members With No Medicare Coverage.** If, in the professional judgment of the Attending Physician, a Member would benefit from day care or night care services, 90 days of prescribed care are provided each calendar year without charge, except that this benefit is reduced by two days for each day of hospitalization for psychiatric conditions received by the Member pursuant to Section N-2 (a) during the calendar year. Day care and night care include all services of Physicians and other health professionals as performed, prescribed or directed by the Attending Physician, including psychiatric nursing care, group therapy, occupational therapy, drug therapy, medications and supplies. Each period of day care and night care is less than 8 hours.

(b) **Members With Medicare Coverage.** If, in the professional judgment of the Attending Physician, a Member would benefit from day care or night care services, all prescribed day care and night care is provided at Non-Member Rates except that services covered in whole or in part under Part A of Medicare are provided to Part A Members without charge, services covered in whole or in part under Part B of Medicare are provided to Part B Members without charge, and all services covered in whole or in part by Medicare are provided to Medicare Members without charge. Day care and night care include all services specified in Section N-3 (a).

4. **Psychological Testing.** If, in the professional judgment of the Attending Physician or a Medical Group psychologist, a Member requires psychological testing as part of diagnostic evaluation, prescribed tests are provided at one-half Non-Member Rates to Members who are not Medicare Members or Part B Members and to Medicare Members and Part B Members without charge. Court-ordered testing, and testing for ability, aptitude, intelligence or interest, are not covered.

5. **Exclusions.** The following services are not covered:

(a) Mental health services for the following conditions after diagnosis, if, in the professional judgment of the Attending Physician, they would not be responsive to therapeutic management:

(i) Chronic psychosis, except that acute episodes due to a chronic psychotic condition are covered if the patient has been cooperative and has responded favorably to an ongoing treatment plan.

(ii) Chronic organic brain syndromes, except that acute organic brain syndromes and acute episodes due to a chronic organic brain syndrome are covered.

(iii) Intractable personality disorders.

(b) Mental health services for mental retardation after diagnosis.

(c) Psychiatric therapy on court order or as a condition of parole or probation.

O. MEDICAL SOCIAL SERVICES

Medical social services are provided without charge at Hospitals and Medical Offices. Medical social services include hospital discharge planning, social services counseling and referrals for services not covered under this Agreement.

P. HEALTH EDUCATION

Health education services for specific conditions, such as diabetic counseling, post-coronary counseling, and nutritional counseling are provided upon payment of the registration charge, if any, specified in Section A-2.

When available, general health education services, not addressed to a specific condition, and Lamaze classes, weight control classes and anti-smoking classes are provided upon payment of a reasonable charge.

Education in the appropriate use of Health Plan services and health education publications which contain instructions on achieving and maintaining physical and mental health and on preventing illness and injury are provided without charge.

Q. PAYMENT IN LIEU OF SERVICE BENEFITS

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services covered by this Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the Service Area, then, upon written referral by Medical Group, payment, in lieu of service benefits hereunder, is made for prescribed services within the coverage of this Agreement.

R. SERVICE BENEFITS IN OTHER HEALTH PLAN REGIONS AND IN THE AREA SERVED BY KAISER/PRUDENTIAL HEALTH PLAN

If a Member is injured or becomes ill while temporarily away from the Northern California Service Area and temporarily in another Health Plan Region, or in the geographical area served by Kaiser/Prudential Health Plan, the Member may obtain hospital and medical services from physicians and hospitals that have a contractual arrangement with Health Plan or a related organization or Kaiser/Prudential Health Plan. This benefit is limited to emergencies or other circumstances in which care is required immediately and unexpedtedly; elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

Health Plan, either directly or through related organizations, conducts direct-service medical and hospital care programs in the Greater Los Angeles and San Diego areas in California, in the Cleveland area in Ohio, in the Denver area in Colorado, in Portland, Oregon, and vicinity, Washington, D.C. and vicinity, and on the islands of Oahu and Maui, Hawaii. Kaiser/Prudential Health Plan conducts a direct-service medical and hospital care program in the greater Dallas-Fort Worth area in Texas. A description of such other Regions and a list of their contracting hospitals and medical office facilities may be obtained at the Health Plan Office.

Services and Supplemental Charges are those prevailing in the Region or at Kaiser/Prudential Health Plan for the coverage generally provided within the Region that is most nearly comparable to the Member's coverage in the Northern California Region.

S. EMERGENCY SERVICES RECEIVED FROM PROVIDERS NOT CONTRACTING WITH HEALTH PLAN

1. **Emergency Services.** This Section defines and limits Health Plan's obligation to pay for Emergency Services

that a Member receives from a physician, hospital or other provider of medical care not contracting with Health Plan. The term "Emergency Services" means medically necessary health services that are generally available and customarily provided in the Service Area and are immediately required because of unforeseen illness or injury.

The amount otherwise payable is reduced by (a) the amount of Supplemental Charges that would be due if Emergency Services were received from Physicians or Hospitals or at Medical Offices, and (b) all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any insurance policy or contract, or any other contract, or any governmental program except Medicaid. If the other source of coverage has denied the claim in whole or in part or has not made payment within a reasonable time after the submission of a completed claim, Health Plan will pay covered charges upon submission by the Member of (a) an executed assignment of the claim against the other coverage, and (b) a Health Plan claim in accord with Section S-3 below. Reimbursement for Emergency Services required because of an act or omission of a third party is subject to the conditions stated in Section 6-C (1) of the Service Agreement.

(a) Within the Service Area. Subject to the foregoing limitations Health Plan will pay all reasonable charges for Emergency Services received within the Service Area from providers not contracting with Health Plan, if receipt of the Emergency Services from Physicians or Hospitals or at Medical Offices would have entailed a delay resulting in death, serious disability or significant jeopardy to the Member's condition.

(b) Outside the Service Area. Subject to the foregoing limitations, if a Member becomes ill or is injured while outside the Service Area, Health Plan will pay all reasonable charges for Emergency Services received outside the Service Area from providers not contracting with Health Plan. Covered benefits include Emergency Services for unexpected premature (before eight months of pregnancy) delivery but not for term delivery, unless Health Plan determines that the Member was outside the Service Area because of circumstances beyond her control or because of extreme personal emergency.

2. Continuing or Follow-up Treatment. Continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported to a Hospital or Medical Office in the Service Area, or, if the Member is near another Health Plan Region, or the geographical area served by Kaiser/Prudential Health Plan, to a contracting hospital or medical office in the other Health Plan Region or to a hospital or medical office contracting with Kaiser/Prudential Health Plan. If the Member obtains prior approval from Health Plan or a Physician in the Service Area or in the nearest other Health Plan Region or a physician contracting with Kaiser/Prudential Health Plan, covered benefits include the cost of necessary ambulance service or other special transportation arrangments medically required to transport the Member to a Hospital or Medical Office in the Service Area or to a contracting hospital or medical office in the nearest other Health Plan Region or in the geographical area served by Kaiser/Prudential Health Plan for continuing or follow-up treatment.

3. Notification and Claims. Any Member receiving hospital Emergency Services within the scope of this Section S must notify the Health Plan Office within 48 hours after care is commenced or as soon thereafter as is reasonably possible. No claim pursuant to this Section S is allowed unless a complete application for payment, on forms provided by Health Plan, is filed with the Health Plan Office within 90 days after the first Emergency Service for which payment is requested. The 48-hour and 90-day notice requirements are not applied if notice is given as soon as reasonably possible.

4. Releases and Assignments. Each Member claiming reimbursement hereunder shall complete and submit to Health Plan such consents, releases, assignments and other documents as Health Plan may reasonably request for the purpose of determining the applicability of and implementing this Section S.

5. Right of Recovery. Any overpayment hereunder may be recovered by Health Plan from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Services.

T. LIMIT ON SUPPLEMENTAL CHARGES

After a Member (or Family Unit) demonstrates that Supplemental Charges for Basic Health Services paid during the calendar year by the Member (or Family Unit) total 100% or more of the total annual payments which the Member (or Family Unit) would be required to pay for fully prepaid coverage for Basic Health Services during the calendar year, no additional Supplemental Charges are made to the Member (or Family Unit) for such services during the remainder of the calendar year. Health Plan will notify Group prior to January 1 of each year of the limit on Supplemental Charges under this paragraph for the calendar year. "Basic Health Services" include all benefits referred to in Sections A through S of this Benefit Schedule, except blood referred to in Section B, neuromuscular rehabilitation referred to in Section E-2, occupational therapy referred to in Section E-3, speech therapy referred to in Section E-4, prescribed medications referred to in Section F-1-b, contraceptive devices referred to in Section H-2, Extended Care Services referred to in Section K, and all mental health services, except the first 20 outpatient visits referred to in Section N.

KAISER FOUNDATION HEALTH PLAN INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT ADDITIONAL PROVISIONS

COVERAGE OF FAMILY DEPENDENTS

The first paragraph of Section 2-A(2) of the Service Agreement is amended to read as follows:

(2) Family Dependents. To be a Family Dependent a person must be:

(a) The Subscriber's spouse; or

(b) A dependent child of the Subscriber or the Subscriber's spouse and either:

(i) Unmarried and under age 24; or

(ii) Over age 24 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber or the Subscriber's spouse for support and maintenance, with proof of incapacity and dependency furnished annually if requested by Health Plan; or

(c) Any other unmarried dependent child under age 24 entirely supported by and permanently residing in the Subscriber's household.

KAISER FOUNDATION HEALTH PLAN INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

PRESCRIPTION PLAN 3

Section F-1 of the Benefit Schedule is amended to read as follows:

F. PRESCRIBED MEDICATIONS, IMMUNIZATIONS, AND DRESSINGS AND CASTS

1. Prescribed Medications.

(a) Administered to Members.

(i) While Hospitalized. During hospitalization specified in this Benefit Schedule, all prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials are provided without charge.

(ii) In Medical Offices, Emergency Departments, and on House Calls. All prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials administered at Medical Offices, at Hospital emergency departments, and on house calls are provided without charge.

(b) Purchased by Members. Members may purchase covered medications and accessories for $1.00 for each prescription unless the quantity prescribed exceeds both (i) the smallest therapeutic package made by the manufacturer, and (ii) 34 day's supply. Each prescription refill is provided on the same basis as the original prescription. If the prescription or refill is for a quantity greater than the limits described above, the charge is an additional $1.00 for each multiple of such quantity or fraction thereof, except that the charge is only $1.00 for each 100 nitroglycerin, phenobarbital or thyroid U.S.P. tablets if they are prescribed by a physician or dentist in quantities of 100 or more.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in Hospitals and designated Medical Offices. The scheduled hours of operation of such pharmacies will be provided to Group on request.

(i) Drugs for which a prescription is required by law.

(ii) Additional drugs and accessories:

(1) Dietetic supplies:

(A) insulin;

(B) sugar test tablets, sugar test tape, acetone test tablets, and Benedict's solution or equivalent;

(C) disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

(2) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accord with a physician's prescription).

(3) Elixir Terpin Hydrate, N.F.

(4) The following anti-acids: aluminum hydroxide, aluminum hydroxide with magnesium trisilicate, aluminum and magnesium hydroxide gel, calcium carbonate, magnesium carbonate suspension, and dihydroxyaluminum aminoacetate.

ENROLLMENT PROVISIONS

ENROLLMENT, ADDITION OF DEPENDENTS, or CANCELLATION of ENROLLMENT is accomplished by submitting an Enrollment Card or Change of Status Card and by making appropriate adjustments on monthly invoices. Enrollment forms as well as payment must be submitted with the monthly invoices to assure timely identification of eligible persons and issuance of identification cards.

The following conditions are understood:

1. Health Plan may terminate the Group Medical and Hospital Service Agreement if enrollment drops below the minimum requirement of five subscribers; if Group fails to make scheduled periodic payment of monthly charges; or for other reasons specified under Section 9 of the Service Agreement;

2. Group may terminate the Agreement on the first of a specified month by submitting at least 30 days' prior written notification to Health Plan Administration;

3. Monthly charges for coverage up to the effective date of termination will be due and payable;

4. Members may enroll and coverage will become effective in accordance with the chart below. The dates of the Annual Open Enrollment Period referred to in the chart are specified on the Face Sheet of your Group Medical and Hospital Service Agreement.

WHO MAY ENROLL	WHEN TO ENROLL	COVERAGE BECOMES EFFECTIVE
New employees and their eligible dependents: spouses and unmarried children to age specified in your Group Service Agreement. **Use Enrollment Application Card.**	During first 30 days of employment; or Within 30 days after completion of any required probationary period; or During specified annual Open Period.	On first of month following date of application shown on enrollment card; or On first of month following enrollment and on completion of any required probationary period; or On specified date following annual Open Period.
Newborns. Use both the **Change of Status Card,** at the Group office, and **Report of Newborn Card** at Kaiser Hospital.	Promptly after birth but not more than 30 days after birth or During specified annual Open Period.	At birth. To provide continuing coverage after the month of birth baby must be added to subscriber's account thru his or her group effective 1st of month following birth. or On specified date following annual Open Period.
Newly Adopted Children. Use Change of Status Card.	Before or within 30 days after the child is placed in the custody of the subscriber; or During specified annual Open Period.	On date child is placed in the custody of the subscriber; or On specified date following annual Open Period.
Other newly acquired dependents including new spouses. Use Change of Status Card.	Within 30 days after acquiring the new dependent; or During specified annual Open Period.	On first of month following date of application shown on enrollment card; or On specified date following annual Open Period.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 213 (REV. 11-77)

(AGREEMENT NO. [redacted]-424)

THIS AGREEMENT, made and entered into this 14th day of November, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

PC 806

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department (EDD), California State Office of Economic Opportunity	

hereafter called the State, and

(CSOEO) Yolo County Department of Social Services

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the St hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Title III of Public Law 96-223, (45 CFR Part 260), the Home Energy Assistance Act of 1980, to provide outreach activities for the Low Income Energy Assistance Program (LIEAP); and

WHEREAS, the Low Income Energy Assistance Program will provide assistance to eligible households to offset the rising costs of home energy that are excessive in relation to household income, with priority to the bedridden, elderly, disabled, Native Americans, migrants, persons with limited English-speaking proficiency, and those whom assistance is made difficult by remote location of residence; and

WHEREAS, the EDD/CSOEO has been designated as the single State agency to administer this program for California.

NOW THEREFORE, the parties hereby agree as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department, California State Office of Economic Opportunity	CONTRACTOR (Corporation, Partnership, Individual, State Agency, etc.): Yolo County Department of Social Services
BY (AUTHORIZED SIGNATURE): ▷	BY (AUTHORIZED SIGNATURE): X Linda J. Thompson
TITLE: Director - CSOEO	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
	P.O. Box 551, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED: $	ORGANIZATION		FUND
UNENCUMBERED BALANCE: $	ITEM	CHAPTER	STATUTES
ADJ. INCREASE ENCUMBRANCE: $	FUNCTION		
ADJ. DECREASE ENCUMBRANCE: $	LINE ITEM ALLOTMENT		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

PCA NO. | PCA NO.

SIGNATURE OF ACCOUNTING OFFICER ▷ | DATE

I hereby certify that [illegible] for [illegible] and that [illegible] has been [illegible] and [illegible] has been [illegible] by the [illegible]

SIGNATURE OF OFFICER DELEGATED BY THE AGENCY ▷ | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. Term

A. The term of this agreement shall be from ~~November 17~~ December 16, 1980, 1980 through February 6, 1981.

B. This Agreement may be terminated by either party upon 30 days written notice and may be amended as agreed in writing by both parties. In such event, Contractor shall be paid for its actual allowable costs in accordance with terms of this agreement up to the time the termination notice becomes effective.

9. Total Amount payable shall not exceed $ 8,718 as specified in the budget attached hereto as Attachment A, Budget, incorporated herein by reference.

10. Contractor's Responsibilities

A. Payment and Invoicing

1. Contractor shall submit monthly invoices using CSOEO Form #53, Monthly Report of Expenditures, which is attached hereto as Attachment B, and is incorporated herein by reference, and will be supplied to Contractor by CSOEO.

This report is due no later than the 10th day of the month following the month being reported, but preferably as soon after the first day as possible.

2. In computing the amount of any progress payment, the State shall retain an amount at least equal to ten percent (10%) thereof, pending satisfactory completion of entire contract.

3. Final reimbursement will be contingent upon receipt of Contractor's close-out package.

4. The State reserves the right to review service levels and billing procedures as these impact charges against this agreement.

B. Reporting and Records Requirements

The Low Income Energy Assistance Program Semi-Monthly Activity Report (CSOEO Form #59), which is attached hereto as Attachment C, and is incorporated herein by reference is due on the 1st and the 15th day of each month. This report contains information on the total number of persons assisted in that month, the total number of bedridden, elderly, disabled, Native Americans, migrants, persons with limited English-speaking proficiency, and those whom assistance is made difficult by remote location of residence.

C. Administrative Overhead

Administrative Overhead will be reimbursed in accordance with the budget line item "Administrative Overhead" which is 10 percent of the total Personnel Services.

Administrative Overhead shall include, but not be limited to, telephone, space, supplies, and support personnel costs.

D. Contractor shall conduct outreach activities through local resources to assure that all potentially eligible households in his/her designated area are aware of the Low Income Energy Assistance Program, with priority given to the bedridden, elderly, disabled, Native Americans, migrants, persons with limited English-speaking proficiency, and those whom assistance is made difficult by remote location of residence.

E. Contractor shall distribute materials and other explanatory information throughout his/her designated area. Contractor shall provide communication assistance to ensure that persons with impaired hearing, vision, or speech or who are illiterate can learn about the LIEAP Program. Contractor shall provide bilingual staff and program literature in the language of limited or non-English speaking households. Contractors shall make presentations on the LIEAP Program to civic groups, businessmen, churches, and other pertinent groups to increase public awareness and support of the program.

F. Contractor shall make every effort to refer potentially eligible LIEAP clients to any local energy conservation or weatherization programs operated by the contractor or any other community-based organizations.

G. Contractor shall use their established recruiting and hiring procedures for the selection of personnel within this contract, and shall make the final selection of the applicants to be hired, as long as these procedures are in compliance with Clause 16D of this contract.

H. All individuals employed by Contractor pursuant to this agreement shall not be considered employees of the State and shall have no rights, privileges, obligations and limitations pertaining thereto, and shall be considered in this Agreement to be employed by the Contractor.

11. Contractor shall provide the following support:

A. Office space, desk and other basic office furniture, including but not limited to, filing facilities adequate to accommodate materials and records.

B. Telephone and return message system satisfactory to ensure timely conveyance of communications to the Outreach Worker(s) and necessary office supplies.

C. One of Contractor's professional staff, hereinafter referred to as the Supervisor, to supervise the Outreach Worker(s) as set forth below.

12. The Outreach Worker(s) and the Supervisor shall cooperate to achieve the goals of the Low Income Energy Assistance Program Outreach Project. Contractor shall ensure that the Outreach Worker shall work to fulfill their

duties and goals. The Supervisor shall be responsible for the following areas:

A. Review of Travel. The Supervisor shall assure the economical use of resources for the Outreach Worker's travel.

1. The Supervisor shall ensure that the Outreach Worker(s) maintains a Travel Log of all travel within his/her designated geographical area.

2. The Supervisor shall ensure that the Outreach Worker(s) submits a request for permission to travel to the Supervisor in advance for any travel outside of the designated responsible area. Any question of need or appropriateness of such travel shall be submitted to CSOEO or designated staff person for prior approval. Any travel deemed by CSOEO to be unnecessary or incongruous with the goals of the Outreach Program shall not be reimbursed by the State.

B. Review of Activity Reports - The Supervisor shall ensure the timely completion of Semi-Monthly Activity Reports by the Outreach Worker(s) as set forth below:

The Activity Reports shall contain a summary of the two week's activities by the Outreach Worker, including the areas visited, the populations contacted, the degree of success of the outreach, the appropriateness of the targeted areas, and all other pertinent information, comments and suggestions. The Semi-Monthly Activity Report shall be in the same format as Attachment C.

13. Supervision of Other Duties as Assigned - The Supervisor shall ensure the Outreach Worker's compliance with other duties necessary for the effective completion of this project. If a training session is given, reading and other assignments may be made to familiarize the Outreach Worker(s) with the project.

14. Contractor shall ensure that the Outreach Worker's outreach activities are in the Targeted Area outlined in Attachment D, Designated Area, attached hereto and incorporated herein by reference.

15. Contractor shall maintain confidentiality of any information obtained by Outreach Workers, through application forms and interviews. Without the permission of CSOEO, Contractor shall divulge such information only as necessary for the performance or evaluation of this contract and then only to persons having responsibilities under this contract.

16. General Provisions

A. Right to Monitor and Audit

Representatives of CSOEO shall have the right to monitor and evaluate assistance under this agreement through on-site inspections or through other means, in order to ensure the effective provision of assistance for households of low income persons. They shall also

have access to Contractor's books, documents, papers, information and records of any assistance performed under this agreement for the purpose of audit and examination.

B. Final Audit Report

The Contractor shall submit to CSOEO within one (1) year after the termination of this agreement three copies of an audit report (including financial statements and management letters).

Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, licensed by the State of California, to perform this required audit.

Public grantees and their delegate agencies may be surveyed and audited by public auditors such as city, county, or State audit organizations. Public audit agencies do not include organizations whose prime function is to pre-audit vouchers prior to payment.

C. Contractor shall be held responsible for all equipment, material, supplies or property of any kind loaned by CSOEO. Final reimbursement shall be contingent upon equipment, etc., being returned to CSOEO or reimbursement of lose, theft, or damage to equipment being made to CSOEO.

D. Discrimination

No persons in the United States shall, on the grounds of race, color, national origin, sex or on the grounds of any other factor specified in any federal law prohibiting discrimination, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance provided by this Agreement.

In all hiring or employment made possible by or resulting from this agreement, Contractor (1) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and (2) shall take affirmation action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. This requirement shall apply to, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable Statutes and Executive Orders on equal employment opportunity and this Agreement shall be governed by the provisions of all such Statutes and Executive Orders, including enforcement provisions.

E. This Agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

This Agreement shall be governed and construed in accordance with all the laws of the State of California, in addition to any cited herein.

ATTACHMENT A

BUDGET

December 16, 1980 through February 6, 1981

Personnel Services	
(Outreach Worker & Clerical Worker Salaries & Fringe Benefits @ 26.17%)	$ 1,027.00
Outreach Worker Travel	$ 750.00
Distributing literature, applications, giving presentations, newspaper, radio, & TV advertising	$ 6,941.00
BUDGET TOTAL	$ 8,718.00

ATTACHMENT B

CSOEO-Form 53

CALIFORNIA STATE OFFICE OF ECONOMIC OPPORTUNITY
MONTHLY REPORT OF EXPENDITURES

PROJECT: Low Income Energy Assistance Program

INVOICE PREPARATION DATE:

PROJECT CODE: 806

CONTRACT NUMBER:

REPORT MONTH AND YEAR:

TO: EDD/California SOEO
Budget and Accounting Unit
555 Capitol Mall, Room 325
Sacramento, CA 95814

FROM: (MAILING ADDRESS)

COST CATEGORY	EXPENSE & ACTIVITY CODES	BUDGET AMOUNT	EXPENDITURES		BALANCE
			REPORT MONTH	TOTAL TO DATE	
		$	$	$	$
TOTAL		$	$	$	$

PAYMENT OF THE TOTAL AMOUNT WITHHELD TO DATE IS REQUESTED IN THIS FINAL INVOICE.

$_____

FINANCIAL STATEMENT CERTIFICATION:

Amounts claimed on this report constitute allowable costs in accordance with the terms of the contract.

Authorized Signature

Typed Name & Title

DO NOT WRITE BELOW THIS LINE: CSOEO USE ONLY

REPORT MONTH TOTAL	10% WITHHELD IN ACCORDANCE WITH CONTRACT	TOTAL AMOUNT WITHHELD TO DATE	NET PAYMENT
$	$	$	$

I CERTIFY THAT THIS CONTRACT HAS BEEN FULLY AND SATISFACTORILY COMPLETED.

STATE CONTRACT OFFICER FOR THIS AGREEMENT

APPROVED FOR PAYMENT: CALIFORNIA SOEO

B&A Authorized Signature

03900. 806 -832-051

Low Income Energy Assistance Program

ATTACHMENT C

SEMI-MONTHLY ACTIVITY REPORT

1. Outreach Worker

2. Date Submitted:

3. Reporting Period:

4. Total Hours:

	Contact:	Mail	Phone	Visit
5. Date:				
6. Date:				
7. Date:				
8. Date:				
9. Date:				
10. Date:				

ATTACHMENT D

Designated Area

Yolo County

FILED

DEC 18 1980

PETER McNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 80-425

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 16th day of December, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Bessie L. Orndoff hereinafter referred to as "PROVIDER").

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.

2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, five beds for children requiring temporary or emergency shelter home care.

2. PROVIDER shall obtain and keep current a foster home license and shall comply with all state regulations concerning foster home care.

3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to five children between the ages of 0 - 18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

4. PROVIDER shall refuse to accept children who are in need of immediate emergency medical care. PROVIDER may also refuse to accept children who are violent or who are known fire-setters. PROVIDER may not refuse children with colds, flu, or other chronic illnesses not requiring emergency care.

5. PROVIDER shall make an initial inventory of all personal property in possession of each child received, and mark those items to assure their return to the child when the placement terminates.

6. PROVIDER shall keep on-going records, on forms provided by COUNTY, on all removals from and returns to the home of each child during the placement, and any other information requested by COUNTY. All records concerning children shall be kept confidential.

7. PROVIDER shall not permit any children in her care to be removed from her home by third parties, without the express consent of the social worker in each instance.

8. PROVIDER shall permit visitation by parents of the children in her care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be by appointment and with the approval of the social worker in charge.

9. PROVIDER shall cooperate with Yolo County Department of Social Services staff and other community resources in developing, coordinating, and implementing a treatment/casework plan in the best interest of each child.

10. PROVIDER shall provide transportation to all Court appearances, doctors and dentists appointments, school, and other places as necessary. PROVIDER shall have a valid California Driver's License, and maintain automobile public liability insurance in at least the minimum amounts required by law.

11. PROVIDER shall make all necessary arrangements for school registration for each child.

12. PROVIDER shall provide each child placed with care appropriate to the child's needs, including room and board, recreation, available public education, necessary clothing, and medical and dental care. COUNTY shall pay for the necessary clothing, medical and dental care, and other special needs. PROVIDER shall further provide substitute parenting appropriate to each child, including training, constructive discipline, and supervision by a responsible adult.

13. PROVIDER shall make all necessary arrangements for hiring back-up help. All such help must be at least twenty-one (21) years of age and be approved by the County Department of Social Services.

14. PROVIDER shall remain in contact with the COUNTY communications operator at all times, except during periods of vacation and weekends off as provided herein.

15. PROVIDER shall abide by the Civil Rights Act of 1964, and any other federal or state legislation which prohibits discrimination on the basis of sex, race, religion, handicap or ethnic background in the hiring of employees or in providing services under this agreement.

16. PROVIDER shall be responsible for the selection and procurement of necessary supplies, food, clothing and incidentals, for maintenance of safe and sanitary standards in her home, and for provision of healthful nutrition to each child. COUNTY will provide the initial supply of special needs, such as diapers; however, PROVIDER will be responsible for maintaining such supplies.

17. PROVIDER shall have one weekend off per month. During this weekend, she will not be required to maintain contact with the communications operator. However, any children at the home at the time will continue to be cared for by PROVIDER- whether in the home or away from it. The dates of said weekends off shall be as agreed upon by the Department and PROVIDER. PROVIDER agrees to give the Department at least one week's notice of intended weekend off dates.

18. PROVIDER shall have one week of vacation per year, under the same terms and conditions as stated above for weekends off. In addition, PROVIDER shall be entitled to one week of sick leave per year, under the same terms and conditions as for weekends off and vacations. Time off for sickness beyond one week shall result in a pro rata reduction of the monthly amount paid by COUNTY to PROVIDER as set forth herein.

19. COUNTY shall provide essential background information and any other information concerning the needs of each child, as well as information regarding any dangerous propensities of each child, whenever such information is obtained. COUNTY shall act promptly to remove any child whose physical condition or dangerous propensities reasonably could be foreseen to imperil the property or person of others in PROVIDER'S home. COUNTY shall obtain any necessary emergency care for children before they are placed with PROVIDER.

20. COUNTY shall provide consultation and/or training to PROVIDER as necessary for the effective provision of services under this agreement.

21. COUNTY shall pay PROVIDER the sum of $720.00 per month, irrespective of the number of days on which children have been placed in the home. In addition, for each 24-hour period a child is in the home, COUNTY shall pay the sum of $9.00 for that child up to a daily maximum of $45.00 for five children. For each placement less than 24 hours, COUNTY shall pay the sum of $4.50 for each child.

22. In support of paragraph 17, COUNTY shall pay to PROVIDER the sum of $72.00 to provide funds for the hiring of a replacement during the 48 hour period of any monthly weekend off. Such replacement help will be subject to the conditions set forth in paragraph 13 of this agreement.

23. It is specifically understood that PROVIDER is independent contractor and is not subject to the direction and control of COUNTY except as to final results. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the federal or state government as a consequency of this contract.

24. The term of this agreement shall be for a period of eight (8) months, beginning November 1, 1980 and ending on June 30, 1981. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by COUNTY without notice for violation by PROVIDER of any term or condition of this agreement. Any assignment of this agreement shall require prior written consent of COUNTY. Such consent, once given, shall not be deemed to waive the requirement of consent by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 16th day of December, 1980.

COUNTY OF YOLO, a political subdivision of the STATE OF CALIFORNIA

BY: Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
DEC 18 1980

ATTEST

PETER MCNAMEE, CLERK

BY Peter E. Lucas
DEPUTY

PROVIDER:

BY: Bessie Lane Orndoff

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Stoltz
DEPUTY COUNTY COUNSEL

Book

FILED

DEC 18 1980

PETER McNAMEE, Clerk

By [illegible] DEPUTY

AGREEMENT NO. 80-426

SUBDIVISION IMPROVEMENT AGREEMENT

Parcel Map No. 3046

(Raley's)

THIS AGREEMENT is made and entered into on this 16 day of December, 1980, by and between THOMAS P. RALEY, hereinafter referred to as the "Subdivider," and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Parcel Map No. 3046 and promises to present plans and specifications for the development thereof,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Parcel Map No. 3046 public improvements including but not limited to street improvement consisting of concrete curbs, gutters, asphalt paving and base, water supply and distribution systems, waste water collection system, and storm drainage facilities necessary to adequatley drain said Subdivision in accordance with the standards imposed by law; all in accordance with said plans and specifications to be prepared in conformance with Yolo County improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date herein in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County two good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance. Said security will be a letter of credit.

3. That Subdivider agrees pursuant to Section 66493 of the Government Code of the State of California to pay off any existing assessments in full or to deposit a bond payable to the County of Yolo, as Trustee for the assessment bond holders, guaranteeing the payment of existing special assessments.

4. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $2,663 for said purpose.

6. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting

from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself of his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Parcel Map No. 3046.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein the sum of $500,000 in respect to personal injuries and/or death of any one person, $1,000,000 in respect to personal injuries or death for any one occurrence and $500,000 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

9. That the completion of the development of said Parcel Map No. 3046 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements or waive any defect in the same or any breach of this agreement. Acceptance of any part or the state of said improvement shall not be final until the written notice of final acceptance of all the improvement shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. Where required pursuant to the provision of Section 66496 of the Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $150.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this agreement.

15. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of Caliofrnia.

16. The acceptance by the County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors
DEC 18 1980

SUBDIVIDER

by _____
Thomas P. Raley

ATTEST:

PETER McNAMEE, County Clerk

By _____
Deputy

Recommended for approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

APPROVED AS TO FORM:

_____
County Counsel

Date: _____

FILED

DEC 18 1980

PETER McNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 80-427

THIS AGREEMENT, made and entered into this 16th day of December, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Harvey Wm. Glasser, M.D., doing business as WESTERN EMERGENCY PHYSICIANS, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

1. OBJECTIVE:

The objective of this contract is to provide Yolo General Hospital with competent professional coverage of;

a. The Emergency Room 24 hours a day, 7 days a week;

b. Outpatient Family Practice Center 8 hours a day, 5 days a week;

c. Inpatient care for acute, extended care, and long-term care unit, (including responding to all emergencies within the hospital).

2. SERVICES:

a. CONTRACTOR agrees to provide physician services necessary to staff the hospital to provide coverage as indicated in 1.

b. In performing the services as set forth above, CONTRACTOR agrees to provide professional physician services for all patients who are presented, or who present themselves, for treatment in the Emergency Room or Clinic, including any patients brought to the hospital by any County Departments, including but not limited to the Sheriff's Department, Health Department, Probation Department, Welfare Department or any other County Departments.

c. In meeting the requirements set forth in Paragraph 1 above, CONTRACTOR agrees to utilize a stable group of four to six physicians. Said providers will be required to establish permanent residence within the COUNTY within a reasonable period of time, be readily available for court appearances when required, and to otherwise engage in those hospital activities necessary to enhance the

posture of the hospital in the eyes of the patients, licensing authorities.

d. The providers providing Emergency Room and Clinic Services under this agreement at Yolo General Hospital will not be utilized to provide Emergency Room and Clinic Services on a contract basis elsewhere in Yolo County without the prior written approval of the Hospital Administrator in each instance.

e. CONTRACTOR agrees to perform employment physical examinations for hospital employees without cost, up to a maximum of 120 such physicals each year.

3. CONSULTATIONS AND/OR PATIENT REFERRALS:

It is agreed by COUNTY that should a medical patient present himself to the Emergency Room and/or Clinic requiring a level of care beyond the normal capabilities of the Emergency Room and/or Clinic, and should appropriate consultation be unavailable from other physicians willing to provide services to the hospital, such cases shall be transferred to or referred to an alternative appropriate facility as provided in hospital policy directives.

4. NURSES AND SUPPORTIVE STAFF:

COUNTY shall provide the services of licensed registered nurses and/or vocational nurses and such other supportive personnel as may be necessary for the efficient operation of the activity. In professional medical matters, normal direction and control of this staff shall rest with the physicians. The selection and retention of such personnel rests with the COUNTY, which will consult and give due consideration to any recommendations made by the physicians.

5. HOSPITAL AND GOVERNMENT AUTHORITIES:

Physicians providing medical care in discharging their duties shall comply with all laws, rules, regulations and licensing and accreditation standards, and all hospital rules and regulations including the development and maintenance of medical records.

6. QUARTERS AND MEALS:

COUNTY shall furnish the physicians an appropriate furnished room in which they may rest and/or sleep when their services are otherwise not required. Meals shall be provided to Physicians at the same cost as to other hospital employees when they are on duty. In addition, Physicians will be provided office space for administration of the department, together with housekeeping, laundry, and telephone services, excluding personal toll calls.

7. TERM:

This term shall commence on December 1, 1980, and remain in effect on a continuing basis; however, it may be terminated by either party during the first year or any subsequent year by giving written notice thereof to the other party at least ninety (90) days prior to the close of the COUNTY's Fiscal Year.

8. NOTICES:

Any notice to be given to CONTRACTOR may be given personally or by depositing the same in the United States Mail, postage prepaid, and addressed to CONTRACTOR at the following address: Western Emergency Physicians, 1124 Ballena Boulevard, Second Floor, Alameda, California 94501. Any notice to be given to COUNTY may be given by depositing the same in the United States Mail, postage prepaid, and addressed as follows: Administrator, Yolo General Hospital, 170 W. Beamer Street, Woodland, California 95695.

9. STATUS:

In the performance of the work, duties and obligations developing upon CONTRACTOR under the agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing in its professional capacity. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its work and function, except the CONTRACTOR does by this agreement agree to perform the work and functions at all times in strict accordance with currently approved methods and practices in the professions. The sole interest of COUNTY

is to assure that said work and function shall be performed and rendered in a competent, efficient, and satisfactory manner.

It is agreed and CONTRACTOR makes the following statement of contract status for the purpose of facilitating reimbursement under Title XVIII and XIX of Social Security Act, as amended, and otherwise.

CONTRACTOR receives compensation for patient and COUNTY pursuant to this Agreement which by virtue this Agreement fully compensates CONTRACTOR for all services performed at Yolo General Hospital.

As a Physician at Yolo General Hospital, CONTRACTOR will be performing professional Physician services for all patients presenting themselves for treatment without regard to color, religious belief, occupation and/or ability to pay. Physicians will provide services for patients in said hospital who are covered by the Supplemental Medical Insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving treatment and to receive any payments which may be made pursuant to such assignment.

10. COMPENSATION:

a. CONTRACTOR shall charge patient on a fee-for-service basis. CONTRACTOR'S charges shall be mutually agreed upon in writing by CONTRACTOR and the Hospital Governing Board. CONTRACTOR, or its designated agent, shall be responsible for billing and collection for professional fees. The parties acknowledge that the schedule or other basis by which fees-for-services are determined is an important element of the COUNTY'S policy for providing medical care. COUNTY agrees to act as, and CONTRACTOR hereby irrevocably designates COUNTY as, the collection agent. CONTRACTOR shall file with the business office of the Hospital daily memoranda on forms agreed upon between the parties, covering services performed at the fees hereinabove mentioned, and shall and does hereby assign the collection of such charges to the Hospital. The Hospital's charges to the patient shall be separate and distinct

from the charges by CONTRACTOR; however, patients may be sent a billing which includes a combined hospital and contractor charge. If the patient billing includes such a combined charge, it must be clearly indicated that the charge includes CONTRACTOR'S professional component and the Hospital is acting as billing agent for the CONTRACTOR.

On or before the tenth working day of the month, the Hospital shall present to CONTRACTOR a statement which includes computations of the CONTRACTOR'S fees based upon the formula hereinafter described, together with a check representing CONTRACTOR's fees, said check shall be equivalent to CONTRACTOR'S charges based on total gross billings of CONTRACTOR for the preceding month; to compensate COUNTY for the costs of administration in connection with acting as the billing and collection agency of CONTRACTOR, and for uncollectible bad debts, CONTRACTOR agrees the COUNTY may deduct twenty-five percent (25%) from said combined gross billings. The net professional amount reimbursed, therefore, shall be seventy-five percent (75%) of said combined gross billing.

It not being possible as a practical matter to predict accurately the volume of patient utilization of the departments, and it being necessary to insure high quality of professional coverage, Hospital agrees to pay CONTRACTOR a guaranteed monthly minimum of the sum of TWENTY THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS ($20,872) per month on the tenth (10th) working day of the succeeding month.

Payment of all sums under this part shall be made to CONTRACTOR at the above mentioned address.

b. As part of the compensation from services rendered pursuant to this agreement, the COUNTY shall, at its expense, obtain professional liability insurance covering services rendered at Yolo General Hospital by CONTRACTOR Physicians pursuant to this agreement. Physicians providing service under this Agreement

shall be insured as additional insured by appropriate amendment to the existing COUNTY malpractice and liability insurance policy. COUNTY shall provide malpractice coverage in the amount of $5,000,000 from any one incident and shall furnish evidence of such insurance to CONTRACTOR.

11. STAFF MEMBERSHIP:

In accordance with and subject to the Constitution and Bylaws of the Hospital Medical Staff, all Physicians performing services for CONTRACTOR pursuant to the provisions of this Agreement, shall apply for appointment to the Medical Staff in accordance with Medical Staff Bylaws, Rules and Regulations. Physicians shall submit to the Hospital Administrator completed applications for staff privileges at least seven (7) calendar days before performing any duties under this contract, unless otherwise individually waived in writing by the Hospital Administrator.

12. CONTRACT ADMINISTRATION:

The Hospital Administrator shall be responsible for the administration of this agreement, approval of compensation statements, and such other matters of hospital service related to the mutual and satisfactory service of this Agreement, subject to the hospital rules, State Law, and policies of the Board of Supervisors. CONTRACTOR shall provide to the Hospital Administrator for review and approval a monthly schedule of Physicians scheduled to work the Emergency Room and Clinic at least seven (7) days before the effective date of said monthly schedule.

13. This Agreement supersedes Agreement No. 79-227.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

DEC 18 1980

ATTEST:

PETER McNAMEE, CLERK

BY _____
Deputy

WESTERN EMERGENCY PHYSICIANS

BY _____

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED

DEC 29 1980

PETER McNAMEE, Clerk
By [signature]
DEPUTY

AGREEMENT NO. 80-428

(Architect Agreement for County Administration Complex Project)

THIS AGREEMENT, made and entered into this 16th day of December, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and DEAN F. UNGER, AIA, INC., a licensed architect in the State of California, hereinafter referred to as "ARCHITECT",

W I T N E S S E T H:

WHEREAS, COUNTY intends to construct a new County Administration Building and to remodel the existing Yolo County Courthouse, (more specifically described on Exhibit A, attached hereto and incorporated herein by this reference) hereinafter referred to as "PROJECT"; and

WHEREAS, it is necessary that ARCHITECT services be obtained for the preparation of plans, estimates, specifications, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the COUNTY and ARCHITECT agree as follows:

COUNTY hires ARCHITECT as an independent contractor, and not an officer or employee of COUNTY and ARCHITECT accepts such hiring, on the terms and conditions specified herein:

ARTICLE 1. ARCHITECT'S SERVICES AND RESPONSIBILITIES.

1.0 BASIC SERVICES:

ARCHITECT shall furnish and perform in a manner satisfactory to COUNTY, the following professional Architec-

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TEL. NO.: (916) 666-8211

tural services, including normal structural, mechanical and electrical engineering services, and all necessarily included additional services, required for the design and construction of the PROJECT, more particularly described as follows:

1.1 SCHEMATIC DESIGN PHASE:

This phase of PROJECT development establishes the basic size and scope of the PROJECT, and its location on the site, and includes the following services:

1.1.1 The ARCHITECT shall review the program furnished by COUNTY, to ascertain the requirements of the PROJECT and shall review the parties' understanding of such requirements with COUNTY.

1.1.2 The ARCHITECT shall provide a preliminary evaluation of the program and the PROJECT budget requirements, each in terms of the other.

1.1.3 The ARCHITECT shall review with COUNTY alternative approaches to design and construction of the PROJECT.

1.1.4 Based on the program and PROJECT budget requirements, ARCHITECT shall prepare, for approval by COUNTY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including such alternate designs as reasonably are necessary to enable COUNTY fully to consider available design

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options.

1.1.5 ARCHITECT shall submit to COUNTY a Schematic Design Cost Estimate based on area, volume or other unit costs, which estimate shall be within the PROJECT budget, and shall consider future cost increases anticipated before the PROJECT is complete, with reference to the time schedule set forth in Exhibit B.

1.2 DESIGN DEVELOPMENT PHASE:

This phase of PROJECT development is undertaken only after COUNTY approves the Schematic Design Phase and cost estimates and includes the following services:

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the program or PROJECT budget, the ARCHITECT shall prepare, and submit for approval by COUNTY, Design Development Documents consisting of preliminary drawings and other documents to fix and describe the size and character of the entire PROJECT as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 ARCHITECT shall meet and confer with COUNTY during the Design Development Phase, to fix the design, and to fix a firm Design Development Cost Estimate.

1.2.3 The ARCHITECT shall submit to COUNTY a Design

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Development Cost Estimate based on the Design Development Documents, which estimate will be prepared with sufficient detail to enable firm budget forecasting and design adjustments if necessary to meet the PROJECT budget, and shall consider future cost increases anticipated before the PROJECT is complete, with reference to the time schedule set forth in Exhibit B.

1.2.4. Prior to commencing the Construction Documents Phase, ARCHITECT shall acknowledge a final Design Cost Estimate resulting from the discussions during the Design Development Phase as being a maximum amount, within which he is obligated to deliver a Construction Cost Estimate, considering anticipated future cost increases.

1.2.5. COUNTY shall specify to ARCHITECT which permits or other entitlements, if any, must be obtained from governmental agencies with jurisdiction on PROJECT, and ARCHITECT shall advise COUNTY as to which permits are required in ARCHITECT's opinion.

ARCHITECT shall furnish such data as necessary to enable COUNTY to make application for such permits and/or entitlements, which data may be required to be submitted in the form of a

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draft application for such permit and/or entitlement for execution by COUNTY; provided, however, "permits and/or entitlements" shall not include documents required by the California Environmental Quality Act or the National Environmental Policy Act.

1.2.6 At COUNTY'S request, ARCHITECT shall assist COUNTY in preparing applications for grant funds for the PROJECT.

1.3 CONSTRUCTION DOCUMENTS PHASE: This phase of PROJECT development commences only after COUNTY has approved the Design Development Documents, and cost estimate, and includes the following services:

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by COUNTY, the ARCHITECT shall prepare, for approval by COUNTY, Construction Documents, consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The ARCHITECT shall assist the COUNTY in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the COUNTY and the Contractor.

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1.3.3 ARCHITECT shall prepare a precise Construction Cost Estimate, with separate estimates for portions of PROJECT authorized by COUNTY to be let for bid as alternates. The amount of said estimate shall be within the amount set forth in the approved Design Cost Estimate. Said estimate shall consider future cost increases anticipated before the project is complete, with reference to the time schedule set forth in Exhibit B.

1.3.5. If, during the Contruction Phase, COUNTY orders modifications to the approved Design Development Documents, not necessitated by the ARCHITECT's underestimation of costs during the Design Development Phase, ARCHITECT shall prepare additional precise Construction Documents and Construction Cost Estimates, and shall receive additional compensation therefor, pursuant to Article 3 hereinbelow.

1.3.6 Prior to commencing the Bidding Phase, ARCHITECT shall acknowledge a final Construction Cost Estimate, including all alternates and changes ordered by COUNTY, as being the amount which will control whether the ARCHITECT will be obligated to redesign the PROJECT pursuant to Paragraph 1.4.4 hereinbelow.

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1.4. BIDDING PHASE.

This phase commences after COUNTY has approved the Construction Documents and final Construction Cost Estimates, and includes the following services:

1.4.1 The ARCHITECT, following COUNTY's approval of the Construction Documents and of the Construction Cost Estimate, shall furnish to the COUNTY the original tracings and two copies of final working drawings, details, plans and specifications for bidding purposes. All specifications shall be 8½" x 11" paper unless otherwise approved by COUNTY.

1.4.2 ARCHITECT shall assist the COUNTY in interpreting the plans and specifications during the bidding process, and assist the COUNTY in the preparation of addenda to the plans and specifications that may be required, but COUNTY shall approve all proposed addenda.

1.4.3 ARCHITECT shall advise COUNTY concerning acceptance or rejection of bids for the project.

1.4.4. If the lowest responsible bid received equals or exceeds one hundred ten (110%) percent of the approved and acknowledged final Construction Cost Estimate, ARCHITECT shall revise the CONSTRUCTION Documents, at ARCHITECT's sole cost and expense, so as to reduce the cost of the

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PROJECT as directed by COUNTY.

COUNTY shall provide additional compensation to ARCHITECT as provided in Paragraph 3.2 hereinbelow, for revisions to the Construction Documents necessitated by a lowest responsible bid of less than One Hundred Ten (110%) percent of the approved final Construction Cost Estimate. COUNTY reserves the right to accept bids in excess of the approved final Construction Cost Estimate or to reject any or all bids received.

1.4.5. If the bidding phase has not commenced prior to three (3) months after approval by COUNTY of the final Construction Cost Estimate, said estimate shall be revised to reflect changes in the general level of prices and costs in the construction industry between the date of approval and the date of bids.

1.5 <u>CONSTRUCTION PHASE: ADMINISTRATION OF THE CONSTRUCTION CONTRACT</u>:

This phase commences with the award of the contract for construction, and, together with the ARCHITECT's obligation to provide Basic Services under this Agreement, will terminate upon the approval by the County Board of Supervisors of a Notice of Acceptance or, if no such notice is approved, 60 days after the date of actual completion of the work, whichever occurs first.

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During the Construction Phase, ARCHITECT shall perform the services specified hereinbelow;

1.5.1. ARCHITECT shall have access to the PROJECT site at all reasonable times to allow performance of such services.

1.5.2. ARCHITECT shall consult and advise COUNTY during construction.

1.5.3 ARCHITECT shall prepare elementary sketches and supplementary sketches required to resolve actual field conditions encountered.

1.5.4. ARCHITECT shall check detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.

1.5.5. ARCHITECT shall review laboratory, shop, and mill test reports of materials and equipment, and advise COUNTY as to the results of such review.

1.5.6. ARCHITECT shall make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

1.5.7. At COUNTY'S request, ARCHITECT shall evaluate requests for payment submitted by the contractor based on ARCHITECT'S observations at the PROJECT site and review of the Contract Documents, and shall advise COUNTY as to the percentage and quality of work

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completed to date.

1.5.8. On the basis of on-site observations, ARCHITECT shall endeavor to guard the COUNTY against defects and deficiencies in the work of the Contractor by providing technical assistance to the COUNTY's inspector, and shall notify COUNTY in the event a defect is discovered. ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quanitity of the work. ARCHITECT shall not be responsible for construction methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

1.5.9. Upon request of the COUNTY, ARCHITECT shall review proposed contract change orders, and advise COUNTY as to the appropriateness, intent and compliance with the Contract Documents. If such change order requires modifications to the Contract Documents, ARCHITECT shall prepare such modifications, and shall be entitled to additional compensation therefor as set forth in Paragraph 3.2 hereinbelow. COUNTY shall approve all change orders before issuance.

1.5.10. ARCHITECT shall observe initial operation of the project, or of performance tests required by specifications.

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1.5.11. ARCHITECT shall make a final inspection and report on the completed project, including review of written guarantees and related documents assembled by the Contractor, and furnish COUNTY a written notice that the project is completed in accordance with plans and specifications.

1.5.12. During all warranty or guaranty periods relating to design prepared under this Agreement, ARCHITECT shall, when requested, assist COUNTY in obtaining necessary compliance with the terms of said warranties or guaranties.

1.5.13. At the completion of the Project and before final payment is made to the ARCHITECT, he shall correct the original tracings of the Project so as to incorporate therein all changes made, it being the intent of COUNTY and ARCHITECT that said tracings adequately and accurately reflect the "as-built" conditions of the Project. COUNTY shall provide ARCHITECT with all necessary information so that ARCHITECT may prepare a set of as-built plans and specifications with all corrections, showing the Project as finally constructed. After the original tracings and specifications have been so corrected, they shall be delivered to COUNTY and shall become COUNTY'S property.

1.5.14. The extent of the duties, responsibilities and limi-

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tations of authority of the ARCHITECT as the COUNTY'S representative during construction as set forth herein shall not be modified or extended without written consent of the COUNTY, and the ARCHITECT.

1.6 ADDITIONAL SERVICES

1.6.1 If the COUNTY and ARCHITECT agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the ARCHITECT shall provide one or more Project Representatives to assist the ARCHITECT in carrying out such responsibilities at the site. At such time a subsequent agreement shall be entered, specifying the Project Representatives and their compensation, and setting forth the ARCHITECT'S duties and responsibilities of COUNTY.

1.6.2. If ARCHITECT is requested to provide additional services at any stage of the Project Development, and is authorized by this AGREEMENT shall be compensated for such services, COUNTY shall issue a written work order, and ARCHITECT shall be compensated as set forth in Section 3.2 hereof.

1.6.3. In addition to additional services specified elsewhere in this Agreement, ARCHITECT shall receive additional compensation as set forth in Section 3.2 hereof, for the following additional services:

(1) Revision of previously approved plans and/or specifications which incur cost to ARCHITECT and which are the result of action by COUNTY, and not otherwise the ARCHITECT'S responsibility pursuant to this AGREEMENT.

(2) Making planning surveys, topographic surveys, site surveys feasibility studies, and special analyses of COUNTY'S needs to clarify requirements for project programming.

(3) Supervision of repair of damage to the structure when so directed by COUNTY.

(4) The selection by the ARCHITECT at the COUNTY's request of movable furniture, equipment, or articles which are not included in the construction contract.

(5) Additional services caused by the delinquency or insolvency of the contractor, when so directed by COUNTY.

(6) The preparation of measured drawings of existing structures and facilities as authorized by COUNTY.

(7) Substantial changes in the Project's scope shall provide sufficient basis for renegotiation of ARCHITECT'S fee. Unsubstantial changes in scope as determined by COUNTY shall be compensated for as Additional Compensation as set forth in Section 3.2.

1.7 TIME

1.7.1 Time is of the essence of this Agreement.

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1.7.2 The ARCHITECT shall perform all services pursuant to this Agreement in accordance with the time schedule set forth on Exhibit B attached hereto and incorporated heein by this reference.

Said time limits shall not be exceeded unless ARCHITECT demonstrates to the satisfaction of COUNTY good and sufficient cause therefor, not attributable to ARCHITECT'S negligence, errors or omissions, and COUNTY approves a written amendment to Exhibit "B".

ARTICLE 2. COUNTY'S RESPONSIBILITIES:

2.1 COUNTY shall provide full information regarding requirements for the PROJECT, including a PROJECT program which shall set forth COUNTY's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandibility, special equipment and systems and site requirements.

2.2 COUNTY shall provide a statement of funds available for the PROJECT, their source, and any limitations regarding their expenditure.

2.3 COUNTY shall designate a respresentative authorized to act in COUNTY's behalf with respect to the Project.

2.4 COUNTY shall furnish a legal description and a certified land survey of the site, giving, as applicable, the following: grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restri-

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ctions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.5. COUNTY shall furnish the services of soil engineers or other consultants when COUNTY determines that such services are necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6. COUNTY shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7 COUNTY shall furnish all legal, accounting, bond and insurance services required in connection with the Construction Contract, including such auditing services required to verify the Contractor's Requests for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of COUNTY.

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be fur-

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nished at COUNTY'S expense, and the ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.

2.9 COUNTY shall furnish required information and services and shall render approvals and decisions as expeditiously as possible for the orderly progress of the ARCHITECT'S services and of the Work.

ARTICLE 3 - COMPENSATION

3.1 Basic Compensation: The maximum basic compensation payable to ARCHITECT pursuant to this Agreement shall be the sum of FOUR-HUNDRED-EIGHTY THOUSAND ($480,000) DOLLARS, payable in progress payments as follows:

3.1.1 Progress Payments:

Payments for services rendered pursuant to this agreement shall be calculated so that Basic Compensation paid during each phase shall equal the following percentages of the total Basic Compensation authorized pursuant to this Agreement:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Document Phase	80%
Bidding Phase	83%
Construction Phase	95%
Completion of Agreement	100%

3.2 Additional Compensation

3.2.1 The fees for additional compensation, when author-

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ized by this Agreement, shall be as set forth on Exhibit C hereto, incorporated herein by this reference.

3.3 Reimbursable Expenses:

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the ARCHITECT for the expenses listed in the following Subparagraphs:

3.1.1 Expenses of transportation in connection with the Project, including living expenses in connection with out-of-town travel and long distance communications.

3.3.2 Expense of reproductions requested by COUNTY, over and above the number of copies to be delivered pursuant to Article 1, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the ARCHITECT and the Architect's consultants.

3.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

3.3.4 If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates, at one and one half the rates shown on Exhibit C.

3.3.5 Expense of renderings, models and mock-ups requested by the COUNTY.

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3.4 Compensation in Event of Termination:

3.4.1 In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 3.4.2.

3.4.2 Termination expenses include the ARCHITECT's fees earned to date, as set forth in Sections 3.1, 3.2 and 3.3 hereinabove, less amounts paid to date, plus an amount computed as follows:

.1 If termination occurs prior to commencement of the Design Development Phase, 20% of the fee payable upon the approval of the Schematic Design Phase; or

.2 If termination occurs prior to commencement of the Construction Documents Phase, 10% of the fee payable upon the approval of the Design Development Phase; or

.3 If termination occurs prior to commencement of the Bidding Phase, or subsequent phases, 5% of the fee payable upon the approval of the Construction Document Phase, whichever is applicable.

ARTICLE 4. METHOD AND TIME OF PAYMENT OF COMPENSATION:

4.1 Submission of Claims: Monthly, ARCHITECT shall submit claims for compensation for services rendered to date, including basic compensation limited to the amounts set forth in Section 3.1.1, Additional Compensation and Reimbursable Ex-

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penses, if any. Said claims shall be submitted no later than the fifteenth (15th) of the month following the month during which the claimed compensation was earned.

4.2 Claims Forms: ARCHITECT shall submit requests for payments on forms provided by COUNTY, and shall submit reasonable verification as required by COUNTY to support said claim.

4.3 Claims Approval: Said claims shall be submitted to the Director of the County Facilities and Ground Maintenance Department of COUNTY, who shall take such steps as are necessary to verify the claim's accuracy, and recommend it for payment if accurate and authorized by this Agreement.

4.4 Claims Payment. COUNTY shall pay all approved claims no later than the last day of the month following the month during which the services were performed by ARCHITECT.

ARTICLE 5 ARCHITECT'S ACCOUNTING RECORDS:

5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

ARTICLE 6 TERMINATION OF AGREEMENT

6.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

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6.2 This Agreement may be terminated by the COUNTY upon at least seven days' written notice to the ARCHITECT in the event that the Project is permanently abandoned.

6.2.1 Upon cancellation of this Agreement or suspension of work by either COUNTY or ARCHITECT, all rights of the parties shall terminate, except as to payments due ARCHITECT pursuant to Section 3.4.3 hereof.

6.2.2 Upon cancellation of this Agreement or suspension of work by either COUNTY or ARCHITECT, ARCHITECT shall furnish to COUNTY all documents and drawings prepared under this Agreement, whether complete or incomplete.

ARTICLE 7. HOLD HARMLESS; PROFESSIONAL LIABILITY AND OTHER INSURANCE:

7.1 Hold Harmless: ARCHITECT agrees to indemnify and save harmless COUNTY, its officers, agents and employess from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which COUNTY, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ARCHITECT'S performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of COUNTY.

7.2 During the entire term of this Agreement, ARCHITECT shall obtain and maintain in full force and effect professional

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errors and omissions (malpractice) liability insurance, which shall include the following provisions:

7.2.1 Policy Limits. The policy limits of said insurance shall be no less than ONE-MILLION ($1,000,000) DOLLARS per occurrence.

7.1.2 Occurrence Coverage. Said insurance shall be on an occurrance basis, not on a claims made basis, and shall provide coverage against all claims arising from the performance of this Agreement, regardless of the date such claim or claims is/are made.

7.3 Other Insurance. During the term of this Agreement, the ARCHITECT will at all times maintain at his expense the following:

7.3.1 Workers' Compensation Insurance: Workers' Compensation Insurance as required by State law.

7.3.2 Comprehensive general liability insurance: Comprehensive General Liability Insurance naming COUNTY, its Board of Supervisors, officers and employees as additional insured. Comprehensive general liability insurance shall be not less than ONE-HUNDRED-THOUSAND ($100,000) DOLLARS per person and THREE-HUNDRED-THOUSAND ($300,000) per accident, for bodily injury, and TWENTY-FIVE-THOUSAND ($25,000) DOLLARS for property damage.

7.4 Notification of Cancellation: Said insurance policies shall provide that they shall not be cancelled, limited in scope

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of coverage, or not renewed, until thirty (30) days after written notice thereof has been delivered to COUNTY.

7.5 Effective Dates of Coverage: Said insurance policies shall be in force on the first day of the term of this Agreement. ARCHITECT agrees to deposit with COUNTY, on or before the effective date of this Agreement, certificates of insurance necessary to satisfy COUNTY that the insurance provisions of this Agreement have been met and to keep such insurance in effect and the certificates thereof on deposit with the COUNTY during the entire term of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Meaning of Terms:

Terms in this agreement are intended and shall be construed as having the same meaning as those terms have in the general conditions of the Contract for Construction to be prepared by Yolo County and submitted to interested bidders during the Bidding Phase of the Project.

8.2 REUSE OF PLANS

8.2.1 In the event COUNTY desires to reuse the plans in total or in part on this or any other site, or if COUNTY desires to complete any uncompleted portion of the Project, ARCHITECT shall be relieved of all responsibility for the construction resulting from such reuse unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.

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8.2.2 ARCHITECT shall not be entitled to any fees for such use of plans unless COUNTY enters into an Agreement with ARCHITECT for services in connection therewith.

8.3 NON-DISCRIMINATION IN EMPLOYMENT:

COUNTY and ARCHITECT agree that no discrimination shall be made in the employment of persons because of the race, color, sex, religion or national origin of such person.

8.4 TERM OF THIS AGREEMENT

This Agreement shall be in effect from and after the date of execution by COUNTY, and shall terminate upon approval by COUNTY of a Notice of Acceptance, or if no such notice is filed, sixty (60) days after actual completion of the work, whichever occurs first. ARCHITECT services required after that termination date shall be compensated as provided under Section 3.2. Additional Services shall be performed upon written instruction by COUNTY.

8.5 PROJECT DIRECTOR:

The Project Director shall be the DIRECTOR OF COUNTY FACILITIES AND GROUNDS MAINTENANCE DEPARTMENT of the COUNTY or his authorized representative. He shall represent COUNTY in all matters pertaining to the services to be rendered under this contract except when approval is specifically required by the Board of Supervisors.

8.6 AUTHORITY OF COUNTY:

This Agreement shall not be considered as giving exclusive authority to ARCHITECT for performing all services pertain-

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ing to the design and construction of the Project. COUNTY may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to ARCHITECT.

8.7 NOTICES

All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of COUNTY and ARCHITECT at their respective addresses as follows:

ARCHITECT:

DEAN F. UNGER, AIA, INC.

700 ALHAMBRA BOULEVARD

SACRAMENTO, CA 95816

COUNTY:

B. JOSEPH CRESCIONE, AIA

DIRECTOR

COUNTY FACILITIES & GROUNDS MAINTENANCE

226 FOURTH STREET, NO. 4, WOODLAND, CA 95695

8.9 SPECIAL CONDITIONS:

Special conditions, terms or agreements entered pursuant to this agreement shall be specified on Exhibit "D", which shall be executed by the parties, and attached hereto and incorporated herein by this reference.

ARTICLE 9 SUCCESSORS AND ASSIGNS

9.1 COUNTY and ARCHITECT, respectively, bind themselves, their

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partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal reprentatives of such other party with respect to all covenants of this Agreement. Neither COUNTY nor ARCHITECT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 10. STANDARDS OF PERFORMANCE.

10.1 Professional Qualifications:

ARCHITECT represents that he is professionally qualified to perform the work to be done by him under this contract. COUNTY, not being skilled in such matters, relies upon the qualifications of ARCHITECT to do and perform the work in a professional manner, and the acceptance of his work by the COUNTY does not operate as a release of said ARCHITECT from responsibility to so perform the work.

10.2 Licenses:

ARCHITECT shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for ARCHITECT to practice the profession or to perform the expert professional services required in this Agreement.

10.3 Compliance with Laws:

PROJECT shall comply fully with all applicable Federal, State and local laws, ordinances, regulations, and permits both during its construction and in its completed condition.

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10.4 Standards of Performance:

ARCHITECT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which ARCHITECT is engaged. All work products of whatsoever nature which ARCHITECT delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the ARCHITECT'S profession.

10.5 Supervision of Employees:

All work or services performed by ARCHITECT or his firm or corporation shall be by or under the direct supervision of registered architects.

10.6 Personnel:

ARCHITECT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by ARCHITECT to perform services pursuant to this Agreement, ARCHITECT shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

10.7 Independent Contractor:

ARCHITECT shall be deemed to be an independent contractor and under no circumstances shall be or his consultants,

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employees, agents and/or servants be deemed to be employees, servants, or agents of the County of Yolo. ARCHITECT shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to withholding and Social Security. ARCHITECT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a consequence of this Agreement.

ARTICLE 11 EXTENT OF AGREEMENT/WAIVER:

11.1 This Agreement represents the entire and integrated agreement between the COUNTY and the ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COUNTY and ARCHITECT.

11.2 Waiver:

The waiver by the COUNTY or any of its officers or employees of or the failure of the COUNTY or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

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COUNTY OF YOLO
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WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DEC 18 1980

ATTEST:

PETER McNAMEE, CLERK

By: _____
Deputy

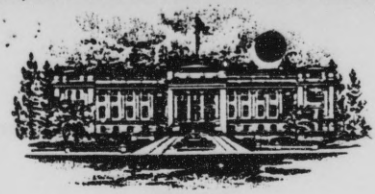
(SEAL)

ARCHITECT:

_____
DEAN F. UNGER, AIA, INC.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

ATTACHMENT III



COUNTY OF YOLO

Woodland, California
95695

OFFICE OF
COUNTY ADMINISTRATOR
916-666-8391

November 12, 1979

REQUEST FOR PROPOSAL

YOLO COUNTY ADMINISTRATION BUILDING/COURTHOUSE REMODELING PROJECT

The County of Yolo is preparing to consider architects for a new County Administration Building and remodeling of the existing Courthouse in Woodland, California. The County is seeking firms experienced in the master planning of governmental centers.

The scope of service required of the architectural firm is divided into three phases:

Phase I - Preliminary Master Planning for Determination of Design Parameters and Location of the County Administration Building:

1) Develop conceptual plans for options completing the Courthouse remodeling and construction of a County Administration Building and present the advantages, disadvantages, and costs for each option.

2) Evaluate sites for the County Administration Building on County property, i.e. behind the Courthouse or on the corner of Third and Court Streets behind the Main Jail, and present the advantages, disadvantages, and cost estimates for each location.

3) Evaluate the feasibility of using:

   a) The existing utility systems in development of the new facility;

   b) Solar or alternative forms of energy; and

   c) Alternate construction materials.

EXHIBIT "A"

Phase II - Final Master Planning

1) Preparation of a Master Plan incorporating the options and site location selected by the Board of Supervisors under Phase I.

2) Preparation of working drawings together with cost estimates and timetable for implementation.

Phase III - Implementation

1) Preparation of schematics and design development.

2) Contract drawings and specifications, as necessary, to obtain construction bids for the extent and scope of work authorized by the County.

3) Contract administration will be included in this phase of the work.

The estimated construction and remodeling costs is approximately $7 million. However, this figure is subject to revision, based on the final determination of size and scope of the project and the phasing of construction.

To be considered for selection, an architectural firm or joint venture must establish an office located in either Yolo or Sacramento Counties through the completion of the entire project. This office must be of adequate size

and with appropriate staff to handle the various phases of work in a timely manner. Also, the firm must include one or more qualified architects, licensed to practice in the State of California, who will be able to work on the project through all phases.

Eligible firms interested in this project should address a communication to the Director of Community Development, County of Yolo, 292 W. Beamer Street, Woodland, California, 95695, transmitting information about the firm or joint venture. This information shall include executed copies of the Yolo County Architect-Engineer and Related Services questionnaire form 254AC and 255AC.

If desired, the following information may also be submitted:

1. A supplemental brochure or typewritten statement listing the names, locations, and approximate construction costs of appropriate completed projects on which the firm, or its principals, have served as architect.

2. A brief description of the office facilities, employment practices, numbers of personnel employed, and other indicators of the firm's ability to perform work within a tight time schedule and in accordance with Federal, State and local guidelines and requirements.

A joint venture, if one is contemplated, should be clearly defined, identifying the names, addresses, and office locations of the member firms, and describing which parts of the work each would perform.

November 12, 1979

Any architectural firm desiring to be considered for this proposed project should submit the above requested information at the earliest practical date, and in any event, not later than December 21, 1979.

Very truly yours,

David D. Rowlands Jr.

DAVID D. ROWLANDS, JR.
County Administrative Officer

DDR:lb

Enclosures: Forms 254AC, 255AC

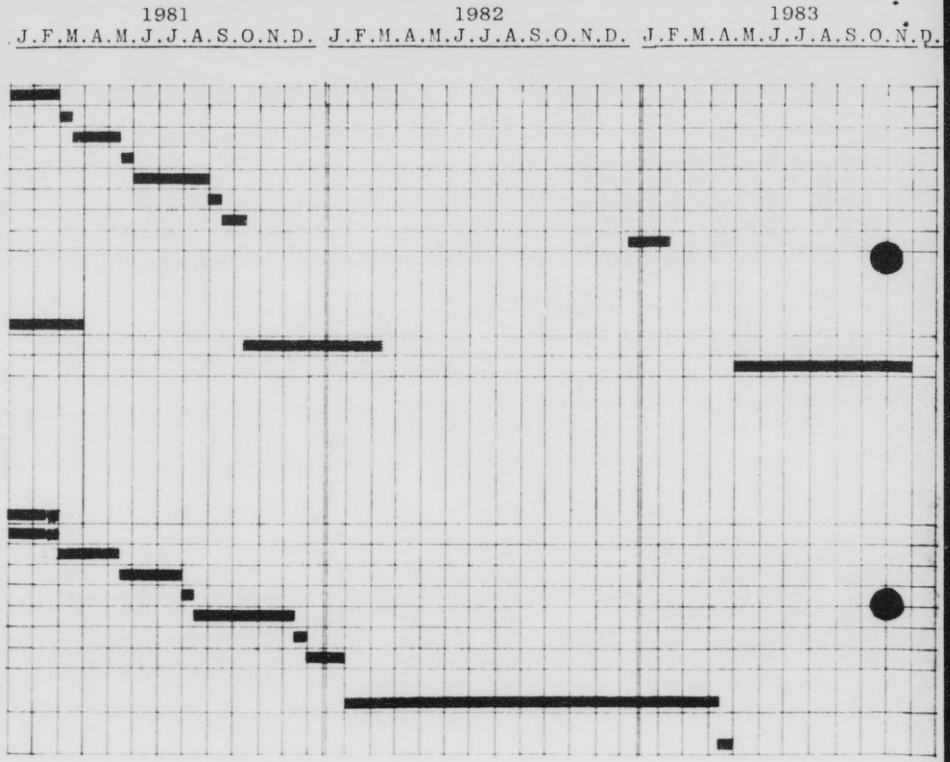
EXHIBIT B

TIME TABLE

This time schedule sets forth the Agreement of the Parties regarding the dates within which steps in the Project are to be completed, and may not be modified except with the written consent of the parties, pursuant to Article 8 hereof:

ITEM	COMPLETION DATE
1. Schematic Design Phase	
2. Design Development Phase	
3. Construction Documents Phase	[SEE ATTACHED CHART]
4. Bidding Phase	
5. Construction	
6. Acceptance	

COUNTY ADMINISTRATION COMPLEX



COURTHOUSE - REMODEL

Architecture

Schematic Drawings
Board Review
Design Development
Board Review
Construction Documents
Board Review
Bid (2nd Floor)
Bid Basemt, 1st, & 2nd

Construction

County Counsel
2nd Floor*
1st, 2nd, Basemt.

NEW ADMINISTRATION BUILDING

Architecture

Schematic Drawings
E. I. R.
Board Review
Design Development
Board Review
Construction Documents
Board Review
Bid

Construction

Move to New Bldg.

* Approximately 2,000 sq. ft. of office space will be required for temp. use by District Attorney during construction.

EXHIBIT "C"

COMPENSATION FOR ADDITIONAL SERVICES

FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 3.2 but excluding Additional Services of consultants, Compensation shall be computed as follows:

Three (3) times direct personnel expense. For the purpose of computation direct personnel expense shall be as follows:

Principal	16.67
Architect (Project Manager)	15.00
Architect	10.00
Draftsman	8.00
Spec. Writer	10.00
Secretary	6.00

Direct personnel expense shall be modified January 1st of each year to reflect wage adjustments during the previous year.

EXHIBIT D

SPECIAL CONDITIONS

Pursuant to Section 8.9 of the Agreement attached hereto, ARCHITECT agrees as follows:

ARCHITECT shall evaluate three alternatives for the New Administration Building. These shall include:

1. One design which meets the Title 24 standards on a component basis.
2. Two designs which provide increasingly lower energy use values from Number 1.

For each alternative, ARCHITECT shall prepare and deliver the following analyses:

1. Energy performance analysis, using a CEC-certified computer program.
2. Life cycle cost analysis for each alternative, using CEC Form 8 or a comparable methodology.

The goal of these analyses shall be to provide a design which provides an energy use value of 45000 BTU/square foot/year, or less if feasible, measured after the building has been accepted by the COUNTY and is in regular use.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
DEC 29 1980

BOARD OF SUPERVISORS COUNTY OF YOLO

_____
ARCHITECT
DEAN F. UNGER, AIA, INC.

EXHIBIT "D"

Bk

DEC 23 1980

PETER McNAMEE, Clerk
By _____ DEPUTY

AGREEMENT NO. 80-429

(Agreement to Use Buildings)

THIS AGREEMENT, made and entered into this 23rd day of December, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Yolo County Planned Parenthood Association, hereinafter called ASSOCIATION.

W I T N E S S E T H:

1. RECITALS:

a. ASSOCIATION leases a building consisting of 1200 square feet, suitable for clinical activities.

b. COUNTY desires the use of said building for the operation of various WIC and CHDP screening clinics by the Health Services Agency, Public Health Division, hereinafter referred to as AGENCY, and for other purposes reasonably related thereto.

2. AGREEMENTS:

a. Use Granted. ASSOCIATION hereby grants to COUNTY, on the terms and conditions hereinafter setforth, permission and authority to use the premises hereinafter described for the hereinabove recited purposes. COUNTY shall have non-exclusive access to said premises.

b. Hours of Use. COUNTY'S right to use and occupy the herein described premises shall be limited to hours of 8:00 a.m. to 5:00 p.m. four days per month as prearranged with ASSOCIATION staff by AGENCY, for the term of this agreement. ASSOCIATION hereby reserves to itself the right to use said premises as it deems necessary at all other times.

c. Description. The premises subject to this use agreement are situated at the ASSOCIATION'S Woodland office, 327 College Street, and encompasses all 1200 square feet thereof.

d. Consideration. In consideration of the COUNTY'S use of said premises,

COUNTY shall pay to ASSOCIATION a fee in the amount of TWO HUNDRED FIFTY DOLLARS ($250) per month to a maximum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($1,750) for the term hereof. Said fee shall be due and payable on the first day of each month during the term hereof.

e. Term of Agreement. The term of this agreement shall commence on the date of its execution, and shall terminate on June 30, 1981.

f. Use. The premises shall be used and occupied only for the purposes hereinabove described by AGENCY and other purposes reasonably related thereto. COUNTY shall be wholly responsible for the program and its operation.

g. Utilities. ASSOCIATION shall pay all charges for utilities used on the premises during the lease term.

h. Repairs and Alterations.

1) ASSOCIATION agrees to maintain and repair the interior and exterior water and sewer lines, electrical service and circuits, roof, heating, air conditioning, hot water heating, walls and windows.

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2) COUNTY will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance; and COUNTY will not make or suffer to be made, any alterations of the premises, or any part thereof, without the written consent of ASSOCIATION first had and obtained and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the premises and belong to ASSOCIATION.

i. Assignment. ASSOCIATION and COUNTY agree that this is an agreement to grant a license to COUNTY, and that the COUNTY'S right is personal and not assignable.

j. Exculpatory Clause. COUNTY agrees to indemnify and save ASSOCIATION harmless from and against any and all claims arising for any acts, omissions, or negligence of COUNTY, or its contractors, licensees, agents, servants, or employees.

k. Insurance. During the term of this agreement, COUNTY shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring ASSOCIATION and COUNTY against liability for injury to persons and property, and for death of persons arising from any accident, injury or damage occuring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of COUNTY or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) for any one person injured, or killed, not less than THREE HUNDRED THOUSAND DOLLARS ($300,000) for any one accident, and not less than FIFTY THOUSAND DOLLARS ($50,000) for property damage.

l. Option to Extend. The parties agree that COUNTY shall have an option to extend this agreement for subsequent terms for the same fee, subject only to ASSOCIATION'S need to utilize the premises for its own purposes. Notice of intent to exercise the option will be furnished by June 30, and ASSOCIATION shall determine the availablity of the premises for the following term by July 31.

m. Notices. All notices to be given COUNTY by ASSOCIATION shall be given in writing signed by competent ASSOCIATION authority. Notices to ASSOCIATION shall be given in writing personally or by depositing

the same in the United States Mail, postage prepaid, and addressed to ASSOCIATION at 327 College Street, Woodland, California 95695.

n. Conditional Limitations. Each term and each provision of this agreement perforable by COUNTY shall be construed to be both a covenant and a condition.

o. Waiver. One or more waivers by ASSOCIATION of any covenant or condition shall not be construed as a waiver of subsequent breach of the same or any other covenant or condition. ASSOCIATION consent to or approval of any act by COUNTY requiring ASSOCIATION consent or approval shall not be deemed to waive or render unnecessary ASSOCIATION consent to or approval of any subsequent similar act by COUNTY.

p. Construction. The marginal headings or titles to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part of said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

YOLO COUNTY PLANNED PARENTHOOD

BY Caroline E Schone
President, Board of Directors

ATTEST:

Peter McNamee, Clerk

BY Pete E Lucas
Deputy

COUNTY OF YOLO, a political subdivision of the State of California

BY Gwyla J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Ron M Roth
DEPUTY COUNTY COUNSEL

GSPSRO GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 929-8854

BW

AGREEMENT NO. 80-430

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
650 University Avenue
Sacramento, California 95825

AND

YOLO GENERAL HOSPITAL
170 West Beamer
Woodland, California 95695

FILED
DEC 23 1980
PETER McNAMEE, Clerk
By Pete B. Lucas
DEPUTY

FOR

MEDICAL CARE EVALUATION STUDIES

DATED 1 September 1980

NO. # 204

Rev. 07/02/1980

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EXHIBITS

A	MOU with Title XVIII Fiscal Intermediaries
B	MOU with State Department of Health for Title XIX Review
C	Hospital Review Plan
D	GSPSRO LOS Criteria Manual (N/A)
E	GSPSRO Confidentiality Maintenance Plan
F	Data and Reporting Requirement
G	GSPSRO Monitoring Plan

GSPSRO
GREATER SACRAMENTO PROFESSIONAL STANDARDS REVIEW ORGANIZATION
P.O. BOX 13978 SACRAMENTO, CA 95813 (916) 929-8854

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (hereinafter referred to as "MOU"), being a statement of the agreements and mutual obligations of the Greater Sacramento PSRO (California Area IV PSRO), a not for profit corporation located in the County of Sacramento, California (hereinafter referred to as "GSPSRO") and Yolo General Hospital which operates an acute care hospital located at 170 West Beamer, Woodland, California (hereinafter referred to as "Hospital"), has been agreed upon and signed effective 1 September, 1980 pursuant to Part B of Title XI(hereinafter referred to as the "PSRO Amendment") of the Social Security Act.

PREAMBLE

Recognizing that quality assurance is and should be the primary concern of GSPSRO and of local physician/hospital community, GSPSRO is charged with the responsibility of assessing and evaluating various methods of assuring quality care and of innovatively and effectively addressing the issue of quality assurance.

Consistent with its responsibilities, and to the extent permitted under laws, regulations and transmittals which are valid under such laws and regulations, GSPSRO shall seek to respect hospital and medical staff integrity to the fullest extent possible and to avoid unwarranted or arbitrary interference in the internal procedures of the hospital and the medical staff.

SERVING THE FIVE COUNTIES IN CALIFORNIA PSRO AREA IV: SACRAMENTO • EL DORADO • NEVADA • PLACER • YOLO

RECITALS

A. In accordance with the provisions of the PSRO amendment, GSPSRO has been designated by the Secretary of the Department of Health and Human Services (hereinafter referred to as "DHHS") as a conditional PSRO, and as such has been given the authority and responsibility of conducting and supervising review activities in California PSRO Area IV hospitals in order to assure that health care services rendered to beneficiaries of Titles V, XVIII and XIX programs of the Social Security Act:

1. Are medically necessary;
2. Meet professionally recognized standards of quality care;
3. Are provided in an appropriate environment consistent with professionally recognized standards of quality health care.

B. Hospital is included in the area in which GSPSRO has been given such responsibility.

C. Hospital and GSPSRO wish to cooperate to facilitate the initiation and conduct of review activities in Hospital as required by the GSPSRO amendment.

D. Hospital and GSPSRO desire to enter into this MOU in order to provide a full statement of their respective obligations and responsibilities arising from or in connection with the PSRO amendment as administered under the law and program regulations and transmittals which are valid under such laws and regulations in the PSRO's designated area during the term of this MOU.

E. All Exhibits appended to this MOU and signed by all parties become a part of this MOU.

AGREEMENTS

I. PSRO RELATIONSHIPS WITH OTHER AGENCIES

GSPSRO has entered into an MOU to conduct or supervise review activities and to collect patient care data generated by Hospital. The MOU with Title XVIII intermediaries is attached (Exhibit A). The MOU with the State Department of Health for review of Title XIX beneficiaries is attached (Exhibit B).

No such memorandum or contract shall be applicable to Hospital unless specifically agreed to by Hospital or except as required by law. GSPSRO agrees to comply with such responsibilities and obligations as it may have assumed pursuant to any such memoranda or contracts.

II. DEFINITIONS

A. Hospital - The term "Hospital" shall be understood, for the purposes of this MOU (except where otherwise indicated by the context in which it appears), to include reference to the governing body and the organized professional staff of an acute care hospital.

B. Prior Notification - Shall refer to a form of patient care review which occurs prior to the patient's hospitalization and consists of the admitting physician notifying the hospital of the date, time, diagnosis and procedure to be performed on each patient.

C. Preadmission Certification - Shall refer to a form of patient care review which entails consulting a list of specific diagnoses and/or physicians which must have prior certification by a physician advisor for admission before it is completed.

D. Admission Certification - (AC) shall refer to a form of concurrent patient care review in which a timely determination is made of medical necessity and appropriateness of a patient's admission to a level of care in an acute care hospital.

E. Continued Stay Review - (CSR) shall refer to a form of patient care review which occurs during a patient's hospitalization and consists of a timely determination of the necessity and the appropriateness of continuation of a patient stay at a particular level of care in an acute care hospital and may also include a detailed assessment of the quality of care being provided.

F. Medical Care Evaluation Study - (MCES) shall refer to a type of patient care review in which an in-depth assessment of the quality and/or the nature of patient care services is made. While data for such a study may be collected concurrently or retrospectively, analysis of the data is done retrospectively to assess:

1. Whether health care services rendered to patients are appropriate to patient's medical needs and are of acceptable quality; and
2. Whether the organization and administration of the Hospital support the time provisions of quality patient care.

G. Non-physician Health Care Practitioners - Are those health professionals who:

1. Do not hold a Doctor of Medicine nor a Doctor of

Osteopathy degree;

2. Are qualified by education, experience and/or licensure to practice their profession; and

3. Are involved in delivery of direct patient care or services which are directly or indirectly reimbursed by the Medicare, Medicaid or Maternal and Child Health Programs.

H. Patients Subject to Review - Shall refer to patients eligible for reimbursement under Titles V, XVIII and XIX of the Social Security Act for health care services rendered in or by Hospital and may include other patients mutually accepted for review hereunder.

I. Hospital Review and Patient Care Evaluation Plan ("Hospital Review Plan") - Shall refer to the plan developed by the Hospital and its professional staff to perform review and evaluation of health care services rendered in the hospital which has been submitted by Hospital and approved by the GSPSRO. Hospital review plan is attached (Exhibit C).

J. Review Committees - Shall refer to the professional staff committees of the hospital which perform or direct the performance of functions described in paragraph H above.

K. Working Day - Shall be defined to include, at least, Monday through Friday, excluding government proclaimed or hospital recognized holidays observed by the GSPSRO or Hospital.

L. Criteria - Shall be defined as predetermined elements of health care, developed by health professionals relying on professional expertise, private experience, and the professional literature,

with which aspects of the quality, medical necessity and appropriateness of health care services may be compared. Screening criteria refer to those written guidelines adopted or approved by the GSPSRO for the purposes of determining the medical necessity of admission and continued stay at the appropriate level of care.

M. Norms - Shall be defined as a numerical or statistical measure of usual observed performance of health care activities.

N. Standards - Shall be defined as professionally developed expressions of the range of acceptable variations of performance from a norm or a criterion.

O. Automatic Admission Certification - Where review activities are limited to documentation of the admission and an assignment of initial length of stay review date.

P. Automatic Certification of the Entire Hospitalization - Review activities are limited to documentation of the hospitalization, thus, continued stay review is not performed, and all days of stay are certified as medically necessary.

Q. Focused Review - Includes intensification of review in a variety of ways including:

a. Subjecting cases to preadmission review,

b. Subjecting cases to preprocedure review (if different than preadmission review),

c. Subjecting cases to more intensive peer review.

d. By concentrating review efforts in one or more areas related to quality of care and use of ancillary services.

III. DELEGATION OF REVIEW FUNCTIONS

A. Pursuant to Section 1155(e) of the PSRO Amendment, Hospital and the GSPSRO agree to cooperate in accordance with the following:

> "Each Professional Standards Review Organization shall utilize the services of, and accept the findings of, the review committees of a hospital or other operating health care facility or organization located in the area served by such organization, but only when and only to the extent and only for such time that such committees in such hospital or other operating health care facility or organization have demonstrated to the satisfaction of such organization their capacity effectively and in timely fashion to review activities in such hospital or other operating health care facility or organization (including the medical necessity of admissions, types and extent of services ordered, and lengths of stay) so as to aid in accomplishing the purposes and responsibilities . . ."

Where any of the review activities listed in the aforegoing section of the law have not been delegated to Hospital the GSPSRO shall utilize such physicians, and/or non-physician health care practitioners or other qualified personnel as may be required or permitted by law and the regulations of DHHS to conduct adequate review.

B. The GSPSRO Board of Governors shall delegate PSRO review functions to: Yolo General Hospital, as necessary to enable review to continue in accordance with Paragraph I effective on 1 September 19 80.

1. The medical staff clinical departments as provided for in

Hospital's Bylaws shall conduct medical care evaluation studies through an organized medical or patient care evaluation study program in accordance with Hospital review plan.

2. In compliance with DHHS regulations the medical staff, clinical department(s) shall conduct a minimum of 2 Medical Care Evaluation Studies during each calendar year in accordance with Hospital's review plan and at least one such study shall be in progress at any given time. The topic of each Medical Care Evaluation Study will be agreed upon by Hospital and GSPSRO. Hospital shall report the findings of each study to GSPSRO as specified.

3. Included within the number of MCE studies performed above, Hospital agrees to participate in at least one areawide or multi-hospital study as requested by GSPSRO. Areawide MCE studies are those involving two or more hospitals in the GSPSRO area. The subject of areawide studies and the criteria and norms applicable thereto shall be agreed upon by GSPSRO and Hospital.

IV. CRITERIA, NORMS AND STANDARDS FOR REVIEW ACTIVITIES

Hospital shall utilize its own criteria, norms and standards (where applicable) for Medical Care Evaluation Studies or may use criteria, norms and standards which have been approved by GSPSRO for such studies. If hospital elects to utilize its own criteria, norms and standards in conducting such studies, it shall make such criteria, norms and standards available for inspection by the

GSPSRO. This paragraph does not apply to areawide MCE studies. (Exhibit C)

V. INFORMATION FLOW AND RELEASE

A. GSPSRO agrees that neither the GSPSRO nor any of its employees, physician advisors, or other agents of GSPSRO shall make any disclosure to any person or entity outside of GSPSRO of any information identifiable to Hospital or to a particular patient or physician beyond those disclosures explicity required by law. A copy of the GSPSRO Confidentiality Plan is attached. (Exhibit E)

B. Hospital agrees to provide GSPSRO in a manner mutually agreed upon by Hospital and GSPSRO with any data and information which GSPSRO is required to collect in connection with the development of patient, physician and hospital profiles pursuant to law, or lawful requirements of any contract, regulations, manuals, guidelines and transmittals issued by DHHS. A copy of the Data and Reporting Requirements is attached. (Exhibit F)

C. GSPSRO agrees to provide to Hospital reports and aggregate data analyses generated from the information data submitted by Hospital to GSPSRO.

D. GSPSRO shall have access to and be permitted to inspect, all hospital data which GSPSRO is required by law, or lawful requirements of any contract, regulations, manuals, guidelines and transmittals to accumulate.

E. "Timely Fashion" shall be understood to mean: "In such a manner as to allow the GSPSRO to meet its reporting requirements to Health Care Financing Administration (HCFA)."

F. GSPSRO shall provide appropriate training to Hospital staff involved in data collection and reporting and shall provide any additional feasible assistance to assist Hospital in meeting GSPSRO requirements in a timely fashion.

G. GSPSRO agrees to provide Hospital with copies of any and all laws, contracts, regulations, manuals, guidelines, transmittals, etc., ("directives") which pertain to matters covered in this MOU. In the event that any such directive results in a change in or expands the scope of either party's responsibilities as previously set forth in such directives, GSPSRO agrees to provide Hospital, insofar as consistent with the GSPSRO's legal and contractual responsibilities, reasonable advance notice before Hospital shall be expected to comply with said directive(s). In no event shall GSPSRO apply any such directives retrospectively.

H. This agreement shall in no way limit Hospital's nor GSPSRO's right to challenge, through legal means, the constitutionality or legality of any such directive and Hospital expressly reserves the right to bring such legal challenge(s) thereto as it may deem appropriate.

I. Hospital shall designate an individual whom GSPSRO may contact for day-to-day communications regarding Hospital's MCES data submittal processes and activities.

VI. GSPSRO MONITORING AND EVALUATION OF DELEGATED REVIEW PROCEDURES

A. Upon reasonable advance notice, and where possible, at such times as are mutually agreeable to the parties, GSPSRO shall have the right to inspect Hospital facilities connected with the review under this MOU. Such monitoring shall:

1. Be utilized primarily to determine whether Hospital review activities are proceeding effectively and according to the approved Hospital review plan and;

2. Also be used in conjunction with retrospective GSPSRO data analyses to determine whether Hospital review activities are conducted according to the GSPSRO delegation criteria.

B. A copy of the GSPSRO Monitoring Plan is attached. (Exhibit G)

VII. STAFFING FOR GSPSRO REVIEW

Hospital agrees to make reasonable efforts to utilize services of non-physician health care practitioners in the development and on-going modification of norms, criteria and standards for the areas of practice; the development of review mechanisms to be used for peer assessment of the performance of non-physician health care practitioners by peers in their respective disciplines; in working with established continuing health professional education programs to assure that educational efforts utilize results of review.

VIII. ARBITRATION OF DISPUTES

A. Any controversy or claim arising out of or relating to this MOU or the breech thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any fees or costs of such arbitration shall be shared equally by the parties unless otherwise assessed by the arbitrator. Any administrative fee required shall be advanced by the party initiating the arbitration,

subject to final apportionment by the arbitrators in their award.

B. Disputes concerning the delegation of GSPSRO review activities will be resolved in accordance with DHEW (DHHS) Transmittal 15 as it exists or may heretofore be amended. (Copy attached)

IX. REIMBURSEMENT

A. Hospital agrees to seek and accept reimbursement through the reimbursement mechanism for Titles V, XVIII and XIX for the performance of delegated activities and such other activities as may be performed by Hospital pursuant to the terms of this MOU and to also seek and accept reimbursements therefore through such other reimbursement methods as may be developed and/or approved by DHHS or other agencies or organizations administering programs subject to review hereunder.

B. GSPSRO shall assume all costs with respect to its own performance of review activities in the manner provided by law.

C. Hospital agrees to submit to GSPSRO, no later than 90 days after the end of its Medicare cost reporting period, a statement of its actual costs for performing delegated MCE Studies on the HCFA 153 form.

X. INDEMNITY

A. Except as provided in paragraph D below, GSPSRO shall indemnify and save harmless Hospital, directors (trustees), employees, agents and physicians on the Hospital's professional staff against any claim or legal action or injunction relief or damages of any type where such claim or legal action arises solely as a result of acts or omissions of GSPSRO, its Governors, employees, physician

advisors or agents.

B. Except as provided in paragraph D below, Hospital shall indemnify and save harmless GSPSRO, its Governors, employees and agents against any claim or legal action for injunction relief or damages of any type where such claim or legal action arises as a result of acts or omissions of Hospital, its trustees, employees, agents or physicians on Hospital professional staff, including claims or legal actions resulting from the use or stewardship by the hospital or such other individuals or entities of information or data provided or made available to Hospital (or its trustees, employees, agents or physicians of the hospital's professional staff) under the terms and conditions of this MOU.

C. For purposes of this paragraph, no person or entity acting primarily on behalf of or under the supervision of one party shall be considered to be the agent or employee of the other party unless at the time the action or omission (or claimed action or omission) which is the basis for the lawsuit in regard to which this Section is invoked occurred, the person or entity in question was acting under the direct supervision and control of such other party.

D. This paragraph is not intended nor shall it be construed to apply to a claim or cause of action arising from treatment rendered or failed to be rendered to a patient, regardless of the reason or justification for such act or omission.

E. Nothing in this MOU nor in this indemnity provision shall be construed to make Hospital or GSPSRO or their agents or representatives liable in situations where they are otherwise immune from

liability.

XI. CONFIDENTIAL DATA POLICY

A. Hospital acknowledges that its employees and medical staff are participating in delegated review activities and are subject to GSPSRO confidentiality policies which are consistent with Federal regulations.

B. GSPSRO agrees to provide training and orientation to appropriate hospital personnel.

C. Hospital understands that violation of GSPSRO Confidentiality Maintenance Plan may be cause for revocation of delegation status and/or may result in sanctions and/or penalties as specified in the PSRO statute and regulations.

D. Hospital agrees to notify GSPSRO and GSPSRO agrees to notify Hospital of any circumstances which may result in a violation of the Confidentiality Maintenance Plan.

E. As stated under VI, A, a copy of the GSPSRO Confidentiality Maintenance Plan is attached. (Exhibit E)

XII. TERMINATION MODIFICATION

A. This Memorandum shall remain in force from the date of its commencement until terminated as follows:

1. Either party may, at any time, terminate the agreement on 60 days written notice delivered to the other party; or

2. GSPSRO may terminate the agreement, without prior notice, in the event its contract with DHHS expires or is terminated; or

3. Hospital may terminate the agreement without prior notice in the event of a change of a Federal requirement that increases or, in the opinion of hospital significantly alters hospital's obligation under this MOU.

B. Changes or modifications to the agreement may be recommended by either party, but will not be effective until written acceptance thereof is obtained from the other party.

December 23, 1980	Lurgla J. Thompson
Date	Chairman, Hospital Board of Trustees
December 12, 1980	Thom E. Elliott MD
Date	Chief of Staff, Hospital
Dec. 12, 1980	Wade Munson
Date	Hospital Administrator
October 7, 1980	[signature]
Date	President, Board of Governors, GSPSRO
October 7, 1980	Reg Clayton
Date	Executive Director, GSPSRO

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By [signature]
DEPUTY COUNTY COUNSEL

FILED

DEC 29 1980

PETER McNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 80-431

(Amendments to Contract for Juvenile Court Referee)

THIS AGREEMENT, made and entered into this 23rd day of December, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LEWIS F. SHEARER, hereinafter referred to as "REFEREE",

W I T N E S S E T H:

1. RECITALS:

a. On November 1, 1979, COUNTY and REFEREE entered into Agreement No. 79-436 wherein REFEREE was employed by COUNTY to act as Juvenile Court Referee.

b. The parties desire to amend that agreement effective July 1, 1980, to provide for an increase in the compensation for REFEREE and to further provide for future increases as may be approved by the Board of Supervisors of COUNTY.

2. AGREEMENTS:

a. Paragraph 2B of Agreement No. 79-436 is amended to read as follows:

> In consideration of the covenants of REFEREE herein, COUNTY agrees to pay REFEREE monthly, at the annual rate of $20,000, provided, however, that said compensation shall be increased to such sum as may hereafter be approved by the Board of Supervisors of COUNTY.

b. Subparagraph 2C(1) of Agreement No. 79-436 is amended to read as follows:

> This agreement shall commence on November 1, 1979, and shall continue at the pleasure of the Presiding Judge of the Juvenile Court, but in any event shall expire on June 30, 1981.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

c. In all other respects Agreement No. 79-436 is ratified and confirmed.

d. This agreement shall be effective as of July 1, 1980.

IN WITNESS WHEREOF, the parties hereto have executed this Agreemnet the day and year first written above.

COUNTY OF YOLO, a political subdivision
of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DEC 29 1980

_____
PRESIDING JUDGE OF THE JUVENILE COURT

_____
LEWIS F. SHEARER
JUVENILE COURT REFEREE

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

13 -

Bh

AGREEMENT NO. 80-432

(Agreement Between the County of Yolo and the County of Sacramento Providing for the Incarceration of Yolo County Prisoners in Sacramento County Jail Facilities, Rio Consumnes Correctional Center)

The County of Sacramento, a political subdivision of the State of California, hereby agrees to provide for the safekeeping, care, and subsistence of Yolo County prisoners confined in the Sacramento County Rio Consumnes Correctional Center, hereinafter R.C.C.C., upon the following conditions:

1. In consideration hereof, County of Yolo agrees to pay to the County of Sacramento the sum of $31.56 per calendar day or any fraction thereof for each such prisoner, while in the custody of the Sheriff at R.C.C.C., payable monthly within ten (10) days from presentation.

2. The number and kind of prisoners either maximum or minimum-security, to be received pursuant to this agreement shall be at the discretion of Sacramento County. Sacramento County reserves the right to require County of Yolo to remove belligerent recalcitrant prisoners, on demand.

3. The County of Sacramento will provide minor medical treatment. The expenses of any hospital, surgical, and dental treatment for such prisoners shall be paid by the County of Yolo.

4. The County of Yolo will provide, at its sole expense, for the transportation of its prisoners to and from the Sacramento R.C.C.C.

5. The County of Yolo hereby agrees to indemnify and hold Sacrameto County harmless from any and all loss or liability resulting from any act or omission of the County of Yolo or its officers or employees taken in the performance of this agreement. The County of Sacramento agrees to indemnify and hold the County of Yolo harmless from any and all loss or liability

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

resulting from any act or omission of the County of Sacramento or its officers or employees taken in the performance of this agreement.

This Agreement will be effective December 1, 1980, and is subject to modification by mutual agreement at any time and to termination by either party upon thirty (30) days written notice.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By _____
Chairperson, Board of Supervisors

(SEAL)
ATTEST: _____
Clerk of the
Board of Supervisors

COUNTY OF YOLO, a political subdivision of the State of California

By Twyla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED

FEB 19 1981

PETER McNAMEE, Clerk

By [signature] DEPUTY

Yolo County

38689

AGREEMENT NO. 80-433

AGREEMENT FOR THE TRANSPORTATION OF PRISONERS

This Agreement, dated for purposes of reference only on January 27th, 1981, is made by and between the County of Los Angeles, hereinafter referred to as "County of Los Angeles" and the County of Yolo, hereinafter referred to as "County of Yolo."

RECITALS

A. Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Yolo. Such persons are then placed in custody by the arresting agency pending return to the County of Yolo.

B. The County of Yolo is responsible for the transportation of said prisoners from the location where they are in custody to the County of Yolo. This process involves considerable cost.

C. The Sheriff's Department of the County of Los Angeles operates a statewide prisoner transportation system with scheduled, weekly trips throughout the State of California.

D. The County of Yolo is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the County of Yolo. The Sheriff's Department of the County of Los Angeles is willing and able and desires to perform this service.

E. A contract of this kind is authorized by Section 26775 of the California Government Code, Title 3, Division 2, Part 3, Chapter 2, Article 8.

WHEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

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1. The County of Los Angeles, upon request by the County of Yolo, will transport to the County of Yolo, prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of Yolo.

2. Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Sheriff's Department of the County of Los Angeles.

3. The County of Yolo, upon being notified that one of their prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of Yolo by the County of Los Angeles, shall notify the County of Los Angeles Sheriff's Department's Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Teletype System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the name of the prisoner, his sex, race, age, location where being held, charge(s) being held under, amount of bail, and the name of the Court that issued the warrant for his arrest. The message will also indicate the date of arrest and when the prisoner will be available for transportation to the County of Yolo.

4. The County of Los Angeles Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of Yolo requesting transportation confirming receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of Yolo.

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5. The County of Los Angeles shall be responsible for the physical custody of County of Yolo prisoners beginning when the prisoners, their property and their necessary paperwork have been accepted from the arresting law enforcement agency by County of Los Angeles Sheriff's Department transportation personnel.

6. County of Los Angeles hereby reserves the right to refuse to transport any ill or injured County of Yolo prisoner. Such ill or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to the County of Yolo or en route to Los Angeles. If County of Los Angeles refuses to transport a prisoner, it shall immediately notify the requesting County of Yolo agency, via CLETS, of this fact, and the reason therefor.

7. County of Los Angeles will only transport male juvenile prisoners 16 years of age or older. Female prisoners will only be transported by County of Los Angeles Sheriff's Department aircraft.

8. County of Los Angeles, upon accepting County of Yolo prisoners for transportation, shall be responsible for the prisoners' safekeeping while transporting them, and the timely and punctual delivery of prisoners to jail facilities designated by the County of Yolo. Should there be any delay in said delivery, County of Los Angeles shall immediately notify the agency of the County of Yolo requesting transportation, via CLETS, of the delay, the reason therefor, and the expected delivery date.

///

9. The rendition of the above described services, discipline of County of Los Angeles officers, and other matters incident to the performance of such services and the control of County of Los Angeles personnel so employed, shall be pursuant to the rules and regulations of the County of Los Angeles. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the determination thereof made by the County of Los Angeles shall be final and conclusive as between the parties.

10. The rates charged for said transportation services by the County of Los Angeles pursuant to this Agreement shall approximate the actual cost to County of Los Angeles and shall be determined, and annually adjusted, by the County of Los Angeles Auditor-Controller. The rates will be based on cost per seat per mile.

11. County of Los Angeles shall deliver to County of Yolo within ten days after the end of each calendar month a itemized invoice which covers all services performed during said month by County of Los Angeles and County of Yolo shall pay County of Los Angeles for said services within thirty (30) days after the date of said invoice. If payment is not delivered to the County of Los Angeles office which is described on said invoice within thirty (30) days after the date of the invoice, the County of Los Angeles is entitled to interest hereon at the rate of seven (7) percent per annum and such interest shall begin to accrue thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the County of Los Angeles. The amount of interest due shall be calculated by the County of Los Angeles and added to the next regular itemized invoice.

///

12. The parties agree that neither the County of Yolo nor any officer, agent, or employee thereof shall be responsible for any damage or liability resulting from anything done or omitted to be done by County of Los Angeles or any officer, agent, or employee thereof under or in connection with any authority or jurisdiction delegated to County of Los Angeles under this Agreement. It is also understood and agreed that County of Los Angeles shall fully indemnify, defend and hold County of Yolo, its officers, agents, and employees harmless from any liability resulting from anything done or omitted to be done by County of Los Angeles or any officer, agent or employee thereof under or in connection with any authority or jurisdiction delegated to County of Los Angeles under this Agreement. County of Los Angeles, at its own expense, will defend County of Yolo against any claim or suit arising out of anything done or omitted to be done by County of Los Angeles or any officer, agent or employee thereof under or in connection with the authority or jurisdiction delegated to County of Los Angeles under this Agreement.

13. The parties agree that neither the County of Los Angeles nor any officer, agent, or employee thereof shall be responsible for any damage or liability resulting from anything done or omitted to be done by County of Yolo or any officer, agent, or employee thereof under or in connection with any authority or jurisdiction delegated to County of Yolo under this Agreement. It is also understood and agreed that County of Yolo shall fully indemnify, defend and hold County of Los Angeles, its officers, agents, and employees harmless from any liability resulting from anything done or omitted to be done by County of Yolo or any officer, agent, or employee thereof under or in connection with any authority or jurisdiction delegated to County of

Yolo under this Agreement.

County of Yolo, at its own expense, will defend County of Los Angeles against any claim or suit arising out of anything done or omitted to be done by County of Yolo or any officer, agent, or employee thereof under or in connection with the authority or jurisdiction delegated to County of Yolo under this Agreement.

14. This Agreement shall become effective on the date it is executed by the County of Los Angeles and shall be in effect for a period of five (5) years thereafter, in no event to extend beyond June 30, 1985. County of Los Angeles, or the County of Yolo may terminate this Agreement upon thirty (30) days written notice to the other party.

15. This Agreement may only be amended by a writing setting forth the contemplated change and an effective date thereof, executed in like manner as the original Agreement.

IN WITNESS WHEREOF, the County of Yolo by order of its Board of Supervisors causes this Agreement to be signed by its Chairman, and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, causes this Agreement to be subscribed by the Chairman of said Board and the Seal of said Board to be affixed hereto, and attested by the Clerk of said Board, all on the day and year indicated hereon.

COUNTY OF YOLO

Dated: December 23 1980 By Turyla J. Thompson
Chairman of the Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk
Clerk of the Board

By Pete E. [illegible]
DEPUTY

APPROVED AS TO FORM
CHARLES R. [illegible]
COUNTY COUNSEL

By [illegible]
DEPUTY COUNTY COUNSEL

76T576T - PS 11-78

COUNTY OF LOS ANGELES

Dated: JAN 27 1981

By _____
Chairman of the Board of Supervisors

ATTEST:

JAMES S. MIZE
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

108 JAN 27 1981

JAMES S. MIZE
EXECUTIVE OFFICER

FILED

DEC 23 1980 Bk

PETER McNAMEE, Clerk

By Pete Figueras DEPUTY

(4)

AGREEMENT NO. 80-434

(Agreement to Provide Psychiatric Hospital Services)

THIS AGREEMENT, made and entered into this 23rd day of December, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Woodland Memorial Hospital, a non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health to operate a Community Health Program.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan."
3. The Yolo County Plan requires MENTAL HEALTH to provide a variety of psychiatric hospital services to certain persons, hereinafter referred to as PATIENTS.
4. MENTAL HEALTH does not possess a full range of in-patient psychiatric required facilities.
5. PROVIDER represents it is licensed by the State of California to operate a hospital offering psychiatric services and operates such a hospital.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of services under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this Agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in

hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto, and all applicable Community Services Systems Manual requirements, incorporated herein by reference thereto as if fully setout, provide to PATIENTS approved for admission in advance by MENTAL HEALTH, inpatient services, partial hospitalization, including, but not limited to day care, night care, and weekend care. Said advance approval is a condition precedent to COUNTY'S obligation to pay for services rendered a patient unless the COUNTY'S Director of Mental Health subsequently approves admission personally.

   b. Designate a representative or representatives for administrative and program affairs.

2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

   a. Designate representative or representatives for administrative and program affairs.

   b. Approve in advance admission of all PATIENTS for which PROVIDER will seek reimbursement.

3. COUNTY'S DESIGNATED REPRESENTATIVES OBLIGATIONS:

   a. Responsibility for this Agreement lies with MENTAL HEALTH'S Director/Program Chief.

   b. Director/Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities except on advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

a. PROVIDER shall for four (4) years maintain records for all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this Agreement.

b. PROVIDER shall make said records available for audit by COUNTY, MENTAL HEALTH, or State Auditors upon the request of MENTAL HEALTH'S representatives. Said request will provide at least one full working day's notice of the impending audit.

c. PROVIDER agrees to hold COUNTY harmless from any claim of liability, including costs and attorney's fees, arising from audit exceptions taken by any audit agency based upon Chapter 9 of the Community Services Systems Manual. This shall include, but is not limited to: (1) any order that COUNTY pay to any responsible agency any amount of money; (2) any order whereby any agency withholds from subsequent payments any amount of money as a result of PROVIDER'S actual or alleged violation or non-conformance with any regulations or administrative rulings promulgated pursuant thereto, or with any Federal, State, or local law, regulation or ordinance made applicable thereby. PROVIDER agrees that it has read and understands Chapter 9 of the Community Services Systems Manual and will comply with the requirements contained therein.

//

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this paragraph.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this Agreement.

b. PROVIDER shall purchase and maintain for the duration of this Agreement malpractice insurance in the amount of $1,000,000/$1,000,000 and Public Liability Insurance in the amount of at least $100,000/$100,000.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said working protocols bind parties as if fully setout herein, but may be modified without formal amendment of this Agreement so long as said modifications do not vary the provisions specifically setout herein, are in writing, and represent a bilateral agreement of MENTAL HEALTH and PROVIDER. Said working protocols shall include as a minimum provision by which patient admission approval is obtained from MENTAL HEALTH; the categories of patients who may be treated hereunder; that admission policies will be in writing and available to the public; that the admissions policies will state that

patients or clients are accepted for care without adverse discrimination based upon race, color, religion, sex, handicap, national origin, or ancestry; provisions stating that PROVIDER shall utilize the Uniform Method Determining Ability to Pay and, when billing patients, the billing and collection guidelines described by the Director of the State Department of Mental Health; the specific detailed list of services PROVIDER will render hereunder; the standards under which services will be rendered; and any role MENTAL HEALTH is to play in review of PROVIDER'S treatment activities.

9. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Community Services Systems Manual, Title 9 and 22 of the California Administrative Code, and the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50 regarding confidentiality of patient information.

b. PROVIDER shall utilize the Uniform Method of Determining Ability to Pay and, when billing patients, the Billing and Collection guidelines prescribed by the Director of the State Department of Mental Health.

c. Audit exceptions of Medi-Cal eligibility may be based on a statistically valid sample size of Short-Doyle/Medi-Cal billings by mode of service, exemplified by, but not limited to: inpatient, partial day, outpatient; for a fiscal year projected across the total of Short-Doyle/Medi-Cal billings by mode of service by PROVIDER.

10. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER for psychiatric hospital services during the term of this Agreement shall be a sum not to exceed

TWENTY-TWO THOUSAND DOLLARS ($22,000) as shown on line 80 of attached program budget (Exhibit "C"); or payment in accordance with the provisions of 10 b and c, below, for services rendered from the beginning of the term of this Agreement through termination date specified in the notice of termination described in Agreement 14, below. Exhibit "C" shall be the basis for limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that are anticipated PROVIDER will receive from other sources.

b. The costs of rendering the herein described psychiatric hospital services shall be paid by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceeding months. Claim will be adjusted by MENTAL HEALTH to reflect any PATIENT not approved by MENTAL HEALTH; amounts paid PROVIDER under Short-Doyle eligibility standards, patient insurance; or grants-in-aid; and such amounts PROVIDER has charged to PATIENTS, but remains uncollected after billing for up to six months after the date the service was rendered except as a modified by operation of herein recited agreement 10 c. Said claim must be countersigned and approved by MENTAL HEALTH.

c. Subject to audit, payments to PROVIDER shall be adjusted to the lower of actual cost or the contract maximum upon the basis of a cost report submitted by PROVIDER within ninety (90) days of agreement at the end of the term of the Agreement.

d. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance

by COUNTY'S herein designated representatives of the PROVIDER'S performance as consistent with this Agreement.

e. State approval of this Agreement and of PROVIDER'S records as audited to be accurate and in compliance with all applicable guidelines and regulations are conditions subsequent to COUNTY'S obligation to pay the amount represented by an exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstances does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

11. AMENDMENTS: Except as provided herein, the body of this Agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. Except as provided herein, no additions to, or alterations of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

12. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

PROVIDER:

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California 95695

13. TERM:

a. This Agreement shall commence on execution and terminate on June 30, 1981, unless as otherwise provided herein in agreement 13 b, c, and e below.

b. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intent, except as provided herein in agreement 14 c below.

c. Should the funds granted the COUNTY in the 1980-81 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY'S Mental Health Program be terminated by the Board of Supervisors, then the COUNTY may terminate this Agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

d. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

e. Services have been performed in contemplation of the execution of this Agreement prior thereto. PROVIDER will be compensated therefore under the herein recited terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

//

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

WOODLAND MEMORIAL HOSPITAL

BY _____
ADMINISTRATOR

MENTAL HEALTH SERVICES

BY _____
DIRECTOR/PROGRAM CHIEF

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: Shall be rendered to patients referred to in writing or by phone by MENTAL HEALTH SERVICES.

2. PSYCHIATRIC HOSPITAL SERVICES:

   A. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service, partial hospitalization services such as day care and weekend care, which services shall include the following:

      1. Room and meals.
      2. Services of appropriate staff.
      3. Medicines.
      4. Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician.
      5. All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this Agreement.

   B. The parties served shall consist of the following:

      1. Voluntary patients pursuant to parental, guardian, and/or Court authorization.
      2. Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 500 through 5401, inclusive):

         a. 72-hour evaluation and treatment.
         b. Detention for evaluation and treatment with Court order.
         c. 14-day intensive treatment.
         d. Additional 14-day intensive treatment for suicidal persons.
         e. Detention for evaluation and treatment without Court order (pending conservatorship).
         f. 90-day Post-Certification Treatment of imminently dangerous persons.
         g. Patients referred under Penal Code subsection 1370 and 1026 and Welfare & Institutions Code 6300.

   C. All services provided shall satisfy the standards set forth in Title IX.

3. PHYSICIAN (PSYCHIATRIC) SERVICES:

   A. The services provided shall include:

      1. Initial psychiatric history and physical examination.
      2. Daily patient care and treatment.
      3. Electro-convulsive treatment.
      4. Consultation.
      5. Testimony at habeus corpus and conservatorship hearings.

   B. Physicians will be paid for the services listed in 3A above at the usual and customary rate in the community. For cancelled habeus corpus and conservatorship hearings, physicians will be paid $150.00.

4. PRIORITY FOR COUNTY RESIDENTS:

   A. Patients referred from Yolo County Mental Health Services shall be given first priority before referrals from other counties.

   B. Hospital will transport referrals from Yolo General Hospital to Woodland Memorial Hospital

5. PARTIAL HOSPITAL SERVICES:

   A. Partial hospitalization services as part of the continued care of approved inpatients.

6. REVIEW AND EVALUATION: This contract shall be reviewed by both parties prior to March 1, 1981.

7. County Counsel shall represent physician in habeus corpus and conservatorship hearings if the patient is a Mental Health Services' referred patient.

HEALTH SERVICES AGENCY

Exhibit "B"

POLICIES AND PROCEDURES

EFFECTIVE DATE: April 25, 1976
REVISED DATE: September 4, 1980

REFERENCE: Mental Health Services

SUBJECT: Inpatient Psychiatric Services (Admission & Billing)

PURPOSE: To establish procedures for hospital providers to admit and to bill for Mental Health Services.

SCOPE: This procedure is applicable to all inpatient psychiatric services providers under the jurisdiction of Yolo County Mental Health Services.

POLICIES AND PROCEDURES:

1. ADMISSIONS:
   a. To qualify for Mental Health Services reimbursement for admission to a hospital, a patient must be admitted or approved for admission by a Mental Health Services Psychiatrist. At Yolo General Hospital admission may be done by the emergency care physician after consultation and approval by a Mental Health Psychiatrist.
   b. The hospital admitting physician must include in the admission documentation the name of the Mental Health Service's psychiatrist who approved the patient as an admission.
   c. It is the hospital's responsibility to screen and to determine the extend and type of fiscal responsibility for a patient.
   d. Hospital will notify Mental Health Services Billing of potential Mental Health patients in their Hospital facility who may require financial screening. This must occur on the first working day after admissions.

2. SHORT-DOYLE INPATIENT PSYCHIATRIC SERVICE ELIGIBILITY: Services listed below are payable with Short-Doyle funds providing the admission of a patient has been approved and deemed Short-Doyle eligible.
   a. Voluntary Treatment.
   b. Involuntary Treatment:
      1) 72-hour evaluation and treatment - W&I Code 5150 and 5170.
      2) 14-day certification for evaluation and treatment.
      3) Additional 14-day intensive treatment for suicidal people.
      4) 90-day post certification treatment of imminently dangerous people.
      5) Treatment of prisoners transferred from jail under Penal Code Section 4011.6
      6) Court commitment of mentally disordered criminal offenders.

3. SERVICES NOT REIMBURSEABLE:
   a. Inpatient detoxification services.
   b. Medi-Cal patients at Woodland Memorial and Sutter Community Hospital.
   c. Involuntary treatment provided to non-qualified patients according to this policy.

4. DETERMINATION OF SHORT-DOYLE ELIGIBILITY AND BILLING: for the Mental Health Services to fund inpatient psychiatric services - the following actions are required:
   a. The patient must be financially screened before leaving the hospital regarding third-party payors such as Medi-Care, insurance, etc. These third party sources of revenue must be billed by Hospital prior to billing Mental Health Services.

b. From Mental Health's UMDAP screening, the patient's Short-Doyle liability will be determined. This liability will be billed to the patient by the Hospital. The liability, however, can be decreased depending upon the amount of the cost of services reimbursed by third party payors.
c. If any cost of service remains after collection from third party payors and patient, the balance will be billed to Mental Health Services.
d. Hospital must have a signed Mental Health referral form on each patient billed to Mental Health for payment.

PROGRAM BUDGET

EXHIBIT "C"

80-81 FISCAL YEAR
COUNTY OF YOLO
DATE 9/22/80

CONTRACTOR: WOODLAND MEMORIAL HOSPITAL
PROVIDER NO: 5702

SEE REVERSE SIDE

ITEMS / SERVICE TYPE / COST CENTER	05 24-hour 00	10 Partial? 00								TOTAL
1 SALARIES & EMP. BENEFIT										
5 OPERATING EXPENSES										
10 [illegible]										
15 [illegible]										
20 [illegible]										
25 [illegible]	21,000	2,000								23,000
30 GROSS COST	21,000	2,000								23,000
40 SERVICES										
51 [illegible] GROSS COST	21,000	2,000								23,000
62 DIST. OF ADMIN. SUPPORT & PROFESSIONAL EVALUATION										
65 REVISED GROSS COST	21,000	2,000								23,000
69 REVENUES										
69 a. PRINTS										
70 a. PATIENT FEES	1,000									1,000
71 a. PRIVATE INSURANCE										
72 a. MEDI-CAL - FEDERAL										
73 a. MEDI-CAL - NON-FEDERAL										
74 a. MEDICARE										
75 a. OTHER										
76 a. [illegible] - FEDERAL FUNDS										
77 TOTAL REVENUES	1,000	-0-								1,000
80 NET COST	20,000	2,000								22,000
81 [illegible]	77	44								121
85 COST PER UNIT OF SERVICE $ DIVIDE LINE 65 BY 82	259.74	$ 45.45	$	$	$	$	$	$	$	$

APPROVED BY

This form has been adapted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.

50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may effect services, and therefore, gross cost.

51. Subtotal Gross Cost
Item 45 minus item 50

65. Adjusted Gross Cost
Same as item 51

68-76 Revenues
Estimate and indentify by payor source the revenues that would be realized for services provided.

77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76

80. Net Cost
Item 65 minus item 77

82. Units of Service
Total patient days, visits or staff hours for services provided.

85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

YOLO COUNTY
Agreement No. 80-435

CITY - COUNTY ANIMAL CONTROL AGREEMENT

THIS AGREEMENT is made on December 30 , 1980, by and between the CITY OF WOODLAND, hereinafter CITY, and the COUNTY OF YOLO, hereinafter COUNTY, as follows:

1. Authority. COUNTY has adopted an animal control ordinance which embodies the provisions of Agricultural Code Sections 30801, 30802, 30803, 30804, 30805, 30952, 31105, 31106, 31107, 31108, 31152, 31153, 31251, 31252 and 31254. Pursuant to Agricultural Code Section 30501 the CITY, by ordinance, has requested application of the COUNTY animal control ordinance within the city limits. In addition, the CITY, in this same ordinance, has requested the COUNTY to administer a provision not found in the COUNTY animal control ordinance which defines an "at large" dog as a dog not on a leash. Request for enforcement of this provision is made by CITY pursuant to authority of Government Code Section 6502, et seq.

2. Agreement. Based on the foregoing authority, CITY and COUNTY hereby agree that COUNTY shall enforce CITY's animal control ordinance, more particularly identified as CITY ordinance No. 986, as it may be amended from time to time, on the following terms and conditions.

3. Term. This agreement shall supersede all preceding agreements which conflict herewith and shall be effective until the COUNTY repeals its ordinance without re-adopting similar provision, or the CITY repeals its ordinance without re-adopting similar provisions, or until either party gives the other 90 days advance written notice of termination.

4. Enforcement Duties and Personnel. COUNTY shall enforce the animal control provisions of CITY Ordinance No. 986, within CITY's limits. CITY designates and appoints COUNTY's Animal Control Director and his staff as peace officers of the CITY for purposes of this agreement and while enforcing and carrying out its provisions.

5. Disposition of Fees and Fines. Pursuant to Agricultural Code Section 30652 and Government Code Sections 6502, et seq., all fees and fines collected under CITY's said Ordinance No. 986 shall be paid into the COUNTY treasury and shall be used to meet the cost of the services provided by the animal control program pursuant to law.

CITY:

By Harry O. Walker
Mayor

ATTEST:

By: J. W. Hennings
City Clerk

COUNTY OF YOLO

By: Temple J. Thompson
Chairman
Board of Supervisors

ATTEST:

PETER McNAMEE, Clerk

COUNTY CLERK and
Ex Officio Clerk
of the Board

By: [signature]
DEPUTY

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By: Elizabeth A. Stoltz
DEPUTY COUNTY COUNSEL

ORDINANCE NO. 986

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF THE CITY OF WOODLAND, CALIFORNIA, 1955, ENTITLED "ANIMALS AND FOWL"

The City Council of the City of Woodland does hereby ordain as follows:

SECTION 1: Repeal of Chapter 3

Chapter 3 of the Code of the City of Woodland, California, 1955, entitled "Animals and Fowl", in its entirety, hereby is repealed.

SECTION 2: Adoption of Chapter 3

Chapter 3 of the Code of the City of Woodland, California, 1955, entitled "Animals and Fowl" hereby is adopted as follows:

"Chapter 3

Animals and Fowl

Article I Animal Control

§3-1-1 Adoption of County Animal Control Ordinance

§3-1-2 City Amendments to County Animal Control Ordinance

§3-1-3 Enforcement

Article II Dead Animals

§3-2-1 Burial of Dead Animals

-ooOoo-

Article I. Animal Control

§3-1-1 Adoption of County Animal Control Ordinance

Chapter 1 of Title 6 of the Yolo County Code, more particularly identified as Ordinance No 703, effective May 22, 1974, and commonly known as the "Animal Control Law of the County of Yolo", as it may be amended from time to time, hereby is adopted by this reference with one exception. This exception shall be, and shall be limited to, Section 6-1.304 defining "At large."

§3-1-2 City Amendment to County Animal Control Ordinance

Notwithstanding the provisions of the immediately foregoing section, the following amendment shall be added to the "Animal Control Law of the County of Yolo" as an integral part thereof and the amendment shall not be superseded or modified by further amendment unless it is approved by the City of Woodland:

"Section 6-1.304 At Large

"At Large" shall mean an animal off the premises of its owner and not under the control and in the immediate presence of the owner or his agent, except that an "at large" dog shall mean a dog off the premises of its owner or his agent and not under restraint by leash controlled by the owner or custodian of such dog. A dog, however, shall not be deemed "at large" when:

(a) the dog is in a public area expressly provided and designated for its exercise; provided, the dog remains under the control or direction of its owner or custodian;

(b) the dog is off its leash for the purpose of being shown at an animal show;

(c) the owner or custodian has been issued a permit allowing the dog to be off its leash for the purpose of obedience training."

§3-1-3 Enforcement

The County of Yolo shall enforce this Article.

Article II Dead Animals

§3-2-1 Burial of Dead Animals

It shall be unlawful for any person to bury or inter the dead body of any animal within the corporate limits of the city."

SECTION 3: Separability of Provisions

Each section and each provision or requirement of any section of this Ordinance shall be considered separable and the invalidity of any portion of this Ordinance shall not effect the

validity or enforceability of any other section.

SECTION 4: Taking Effect

This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

PASSED AND ADOPTED this 18th day of November, 1980, by the following vote:

Ayes: Councilmen: Holman, Jameson, Parrish, Walker
Noes: Councilmen: None
Absent: Councilmen: Keller

Harry D. Walker
MAYOR

Attest:

Jean Shirley
CITY CLERK

STATE OF CALIFORNIA)

CITY OF WOODLAND (ss.

COUNTY OF YOLO)

I, JEAN WINNOP, the duly elected, qualified and acting City Clerk of the City of Woodland, do hereby certify that the foregoing ordinance was introduced and read for the first time at a regular meeting of the Council of the City of Woodland held on the 28th day of October, 19 80, and that it was thereafter duly and regularly adopted and passed by said City Council at a regular meeting held on the 18th day of November, 19 80, by the following vote:

AYES: COUNCILMEN: Holman, Jameson, Parrish, Walker

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: Keller

And I further certify that said Ordinance was presented to and signed and approved by Harry O. Walker, the Mayor of the City of Woodland, on the 18th day of November, 19 80.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the said City of Woodland this 19th day of November, 19 80.

Jean Winnop

City Clerk of the City of Woodland

AGREEMENT NO. 80-436

(Agreement for Life Crises Counseling Services)

THIS AGREEMENT, made and entered into this 30th day of December, 1980, by and between County of Yolo, a political subidivision of the State of California, hereinafter referred to as COUNTY, and Dean Dickerson, Ph.D., hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY has extablished an Employee Assistance Program, hereinafter referred to as PROGRAM, to be administered by County's Health Services Agency, Alcohol and Drug Abuse Division, hereinafter referred to as AGENCY.

2. PROGRAM'S objective is to prevent personal problems from surfacing on the job and to keep them from reaching crisis state within the work place.

3. COUNTY'S interest in PROGRAM is the avoidance of economic loss caused by the effect of these problems on efficiency, productivity, and smooth business functioning. COUNTY, however, also intends to make program available to other employers.

4. PROGRAM'S approach to achieving PROGRAM'S objective includes the referral of persons with a job performance problem for evaluation, counseling, and identification of further treatment needs, provided by a skilled therapist.

5. AGENCY desires to provide access to a non-threatening, non-stigmatized, confidential resource.

6. PROVIDER is a trained and skilled therapist of high community repute, well qualified to provide the employee assistance services required by PROGRAM.

7. COUNTY and PROVIDER, therefore, wish to enter into an agreement for provision of employee assistance services under the terms and conditions and as more specifically set out herein.

AGREEMENTS:

COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: In accordance with the working protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; and the ACTION PLAN, attached hereto as Exhibit "B" and incorporated herein by reference thereto provide:

   a. to persons referred in writing by AGENCY life crises services, including by way of example, but not limited to, counseling, evaluation, and referral. Said written referral is a condition precedent to COUNTY'S obligation to pay for services rendered any persons for whom claim of payment is made by PROVIDER. It is expressly understood that persons so referred may not be COUNTY employees solely, but also employees of other organizations contracting with COUNTY to provide such services;

   b. Program development; and

   c. Training of COUNTY'S referred supervisors.

2. AGENCY'S SERVICE OBLIGATIONS:

   a. Designate representative or representatives for administrative and program affairs.

   b. Refer in advance in writing all persons for whom PROVIDER will seek compensation.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

   a. Responsiblity for this agreement lies with AGENCY'S Director of

Alcohol and Drug Abuse Program.

b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

b. COUNTY may assign this agreement to a successor in interest upon written notice to PROVIDER.

5. RECORDS:

a. PROVIDER shall for the later of four (4) years, or the resolution of outstanding audit findings, maintain and retain records of services rendered and all receipts of expenditures, for whatever purposes received or expended in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this agreement.

b. PROVIDER shall make said record available for audit by COUNTY independent contractor licensed clinical psychologist upon the request of AGENCY'S designated representatives. Said request will provide at least one full working day's notice of the impending audit. COUNTY'S independent contractor shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder. Any review of clinical notes require the written permission of clients.

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction

and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of this contract.

7. LIABILITY:

a. PROVIDER agrees to defend, indemnify, and hold COUNTY harmless from any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement. It is expressly understood that PROVIDER is in no way obligated hereunder from lawsuits arising from any decision by AGENCY to discipline an employee of AGENCY. AGENCY further agrees to pay PROVIDER'S legal costs and or awards stemming from a lawsuit due to AGENCY'S discipline of employee if PROVIDER is named as a co-defendant.

b. Without in any way intending to limit or abrogate the effect of hereinabove recited Agreement 7 a, PROVIDER shall purchase and maintain for the duration of this agreement, public and malpractice liability insurance in the amount of at least $300,000/$300,000.

8. EQUAL OPPORTUNITY IN EMPLOYMENT: PROVIDER will not employ discriminatory practices and will take affirmative action to provide equal opportunity in employment of personnel, assignment of accommodations, or in any other respect on the basis of race, handicap, color, sex, religion, national origin or ancestry, other than those benign, non-adverse forms of discrimination collectively known in common parlance as "affirmative action" as sanctioned and authorized by State and Federal statue and regulation and court decision.

9. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated

herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum provisions by which referrals to PROVIDER are made and accepted, identity of designated operational representatives; the budget; any role AGENCY is to plan in review of PROVIDER'S professional activities; and other organizations whose employees will be referred to PROVIDER.

10. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by reference thereto is PROVIDER'S Action Plan for providing the services which are the subject of this agreement. Said Action Plan binds parties as if fully set out herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically set out herein and an advance written notice thereof is given AGENCY. Said Action Plan shall include as a minimum provisions that the services to be performed by provider will be provided without adverse discrimination based upon race, color, religion, sex, handicap, natural origin or ancestry; a list of the specific services falling under the general concept of services to be provided; provisions describing PROVIDERS procedures for identifying further treatment needs and referring persons to other providers; and provisions requiring PROVIDER to specify to referral providers that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY.

11. COMPLIANCE WITH CODE: PROVIDER agrees to comply with all applicable provisions of the Welfare and Institutions Code commencing with section

5328 and Title 45 Code of Federal Regulations Section 205.50 regarding confidentiality of patient information and records.

12. PAYMENT:

a. The maximum payments from COUNTY to PROVIDER during the term of his agreement shall be a sum not to exceed, in any one COUNTY fiscal year, FOURTEEN THOUSAND SIX HUNDRED DOLLARS ($14,600) for COUNTY employees referred hereunder plus the amount of any other Agencies' contribution pursuant to their contract with COUNTY. Said amount shall be listed in the Working Protocols herein specified.

b. PROVIDER shall be reimbursed costs in accordance with, and paid at the rates set out in the budget in the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto, monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceeding month. Said claim will be adjusted proportionately downward to reflect any person not referred by AGENCY. Claim must be countersigned and approved by COUNTY'S herein designated representatives.

c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative and the PROVIDER'S progress to be as agreed.

d. Approval of PROVIDER'S records as audited to be accurate is a condition subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the auditors.

e. COUNTY'S excuse of any given circumstance does not constitute a waiver of either that condition precedent or subsequent or as any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper chracterization of a pro-

vision as a promise or a condition it shall be construed to be both a promise and a condition.

13. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alteration of the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

14. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post marked and registered in the United States Mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

15. TERM:

a. This agreement shall commence on execution and remain in full force and effect from month to month unless cancelled by either party upon thirty (30) days written notice to the other of such intent.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

/ / / / /

/ / / / /

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY _____
DEPUTY

ALCOHOL AND DRUG ABUSE PROGRAM

BY _____
DIRECTOR

_____
DEAN DICKERSON

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

ORIGINAL 2

YOLO COUNTY AGREEMENT NO. 80-437

STANDARD AGREEMENT FOR COUNTY HEALTH SERVICES
Fiscal Year 1980-81
County of Yolo

FILED
JAN 10 1981
PETER McNAMEE, Clerk
By [signature]
DEPUTY

The State of California by and through the Department of Health Services and the County of Yolo (hereinafter called the County) in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed do hereby agree as follows:

Article I

This agreement is entered into pursuant to the provisions of the Welfare and Institutions Code (W&IC) Section 16700 et seq. The definitions of terms used in this agreement shall be determined under W&IC Section 16700 et seq.

Article II

1. The State shall make payment of the funds specified in paragraph 2b of this Article to the County in three equal installments.

2. Funds to be provided are:

   a. An allocation of $ 379,352 in accordance with W&IC Section 16704(a), paid upon receipt and acceptance of the County Health Services Plan and Budget by the State.

   b. An allocation of $ 761,015 in accordance with W&IC Section 16704(b). This amount represents State funding from the County Health Services Fund at a rate of one State dollar(s) for each county dollar expended for county health services provided in general accordance with the County Health Services Plan and Budget.

   c. In no event shall the State funds provided under this agreement exceed $ 1,140,367 .

3. The State shall recover any funds provided from the County Health Services Fund which are not expended in accordance with this agreement. Recovery of funds may be accomplished through reduction of future payments to the County from the County Health Services Fund or from any funds payable for any other purpose. The recovery shall be limited to the State funded portion of the amount not expended in accordance with this agreement.

Article III

1. The County agrees to incur aggregate net county costs for health services of State and County funds in an amount of at least $ 1,901,382 . In the event that aggregate net county costs for health services are less than this amount, the State shall recover the State funded portion of the difference.

2. The County agrees that county health services will be provided in general accordance with the County Health Services Plan and Budget, and will result in net county costs for health services of county funds of at least $761,015 .

3. The County agrees that State funds provided from the County Health Services Fund will be used to finance county health services included in the County Health Services Plan and Budget and for no other purpose, and that the Plan and Budget have been developed in accordance with the instructions provided by the State.

(continued on reverse)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

State of California

Signature [signature]
Title Director, Department of Health Services
Date 1/9/81

County of Yolo

Signature [signature]
Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Date DEC 30 1980

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By [signature]
DEPUTY COUNTY COUNSEL

4. The County agrees to provide for continuation and funding of health services in accordance with the County Health Services Plan and Budget: a) where the governing body of the city has not transferred enforcement authority of applicable public health statutes and regulations to the county; b) where public health services are provided by a city pursuant to a contract with the County; or c) where public health services are provided by an existing independent district.

5. The County agrees that sufficient records, files, and documentation will be maintained concerning program activity and expenditures made under this agreement and will be accessible for a period of at least four years from the date of final payment under, or from the expiration of this agreement, or in the event of a State audit, until the audit has been resolved, whichever is later.

6. The County agrees to provide access during normal working hours to authorized representatives of the Department of Health Services and of other State agencies to all records, files, and documentation related to this agreement, subject to applicable State and Federal regulations and laws regarding confidentiality.

7. The County agrees that the following reports will be provided in the form and according to procedures established by the Department of Health Services:

   a. A report of estimated actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1980-81. This report shall be provided by November 15, 1981, and shall serve as the initial basis for recovery of funds not expended in accordance with this agreement.

   b. A report of actual expenditures, revenues, and net county costs for the services provided in accordance with the County Health Services Plan and Budget for Fiscal Year 1980-81. This report shall be provided by November 15, 1982, and shall serve as the final basis for recovery of funds not expended in accordance with this agreement, unless modified by actual audit findings officially adopted by the State.

   c. The report of planned Fiscal Year 1980-81 Environmental Health Program activities and Fiscal Year 1979-80 program accomplishments (submitted in past years by noncontract counties as part of the State subvention application).

   d. A report of inpatient and outpatient services provided by the County to indigents pursuant to Section 17000 of the Welfare and Institutions Code. This report shall be provided by December 31, 1980.

Article IV

Nothing in this Agreement shall be interpreted to require additional expenditures of county funds for health services beyond those required herein.

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FILED

MAY 12 1981

PETER McNAMEE, Clerk

By [illegible], Deputy

AGREEMENT NO. 80-438

AGREEMENT FOR UNEMPLOYMENT COMPENSATION SERVICES

THIS AGREEMENT is executed this 30th day of December, 1980, between the COUNTY PERSONNEL ADMINISTRATORS ASSOCIATION, a California non-profit corporation, hereinafter called "CPAAC"; REED, ROBERTS ASSOCIATES, INC., a New York corporation, hereinafter called the "Contractor"; and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called the "County".

WHEREAS, CPAAC wishes to assist its member counties in maintaining such unemployment coverage, if required, and in reducing the heavy costs thereof; and

WHEREAS, to this end, CPAAC will coordinate and monitor a program of group unemployment compensation services for those of its members who wish to participate.

WHEREAS, the Contractor, a leading unemployment compensation administration firm, has been selected to provide training, claims administration, management information and related services to participating counties on a group basis, for which services the Contractor is specially trained, experienced, expert and competent; and

WHEREAS, in its role as program coordinator and monitor, CPAAC will develop an informational base from which to assess the effects of changes in unemployment law and regulations, and utilizing such base, will augment its representational services in the unemployment field, for which services it is specially trained, experienced, expert and competent; and

WHEREAS, the County wishes to participate in such program and to utilize the services of CPAAC and the Contractor, and is authorized to contract for such services under Section 31000 of the California Government Code;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

As used in this agreement, the following terms and abbreviations shall have the meanings stated:

Group Services: All those services to be provided by CPAAC and the Contractor to the County under this agreement and to other member counties of CPAAC under like agreements.

Participating County: Any county contracting with CPAAC and the Contractor for provision of group services.

FTE: A full-time equivalent; i.e., one full-time county employee, or two or more part-time county employees working an amount of time equivalent to that of one full-time employee. All employees on the county payroll, including those funded by the State or the Federal government, are considered county employees for purposes of FTE counts.

EDD: The Employment Development Department of the State of California.

SECTION 2: CONTRACTS WITH OTHER COUNTIES; CONTRACTING DEADLINES

CPAAC and the Contractor agree that contracts with other participating counties for provision of group services shall contain essentially the same terms and conditions as this agreement, such that all participating counties shall have the same rights and duties with regard to such services. Any amendment of another contract which changes the services to be provided or charges therefor shall be offered by CPAAC and the Contractor to the County and other participating counties. Similarly, any such amendment of

this agreement shall be offered to other participating counties. The Contractor further agrees that it will not contract with any non-participating county for provision of services of the type to be provided hereunder at terms more advantageous to that county than those contained herein.

Nothing in the foregoing paragraph shall prevent minor changes or additions in contract terms and conditions, from one participating county to the next, to satisfy individual county contracting policies or requirements. Also, any participating county may contract separately with the Contractor for services supplemental to the group services.

Any county which chooses not to participate in the program in 1981, but wishes to participate in a later year may do so by contracting or authorizing a contract with CPAAC and the Contractor; provided, however, that the expiration date of any such later contract shall be the same as that provided in Section 3 of this agreement; and provided further that any such later contract shall provide for fees to CPAAC and the Contractor for current services.

SECTION 3. TERM

This agreement shall be for a period of 36 months, commencing on January 1, 1981 and continuing through December 31, 1983.

SECTION 4. SERVICES

The following group services shall be provided to the County during the term of this agreement. Except as otherwise specified, such services shall be coordinated and monitored by CPAAC, and shall be performed by the Contractor. All services shall cover all county employees and claimants, including those funded by the State or the Federal government.

A. Orientation and Start-Up Services. These shall include, but not be limited to:

(1) Recommendations by the Contractor for improvements in hiring, termination and other procedures to minimize future benefit charges.

(2) Training seminars for County management and administrative personnel, conducted by the Contractor at a County facility or other convenient location. Topics to be covered shall include, but not be limited to:

--History and concept of unemployment compensation.

--Unemployment law and regulations.

--Eligibility requirements.

--Interviewing process.

--Hiring, warning and termination procedures.

--Documentation requirements.

--What to do when contacted by the EDD.

--Serving as a witness at hearings.

--The Contractor's services and procedures.

These topics shall be treated in the context of the County's specific personnel circumstances and practices, with focus upon the evaluation and recommendations developed for the County. The seminar shall be conducted as soon as the County has reviewed such recommendations and, in consideration thereof, has adopted personnel procedures for the future.

(3) Assistance to the County by both CPAAC and the Contractor in evaluating the available options for funding of unemployment benefit costs, taking into account the County's employee separation experience, probable benefit liability and other specific circumstances.

B. Continuing Training. After the introductory training seminar required under A.(2) above, the Contractor shall provide continuing training to the county throughout the term of this agreement, in the form of:

(1) Visits to or other communications with County personnel, as needed, to inform them of changes in applicable law and regulations, of claims activity indicating a need for specific changes in procedures, or of other matters of a significant and urgent nature.

(2) At least one training seminar per year, conducted at a County facility or other convenient location, which, like the introductory seminar, shall be County-specific in nature. (In the first year, this seminar shall be supplemental to the introductory seminar.) Additional seminars shall be conducted upon request by the County, or upon determination of need by the Contractor.

C. Claims Administration. Commencing on January 1, 1981, the Contractor shall provide complete claims administration services to the County, including, but not limited to the following:

(1) Provision of separation report forms to the County, assistance as needed in the completion of separation reports, receipt of completed reports from the County, and maintenance of the reports and related data for the full period of potential unemployment liability.

(2) Service as addressee of record, receiving base period notices (DE1545 forms) directly from the EDD and initial claims (DE1101 C forms) from the County. The Contractor shall furnish pre-addressed envelopes to the County for forwarding of the latter documents.

(3) Response to all claims communications in the manner and to the extent necessary to secure the most favorable results for the County. Such response shall include: thorough review of each claim; timely protest of the claim, if a reasonable basis for protest is found; and, if an adverse decision is reached on a protested claim and a reasonable basis for appeal is found timely appeal through all administration review levels, including redetermination, administrative law judge hearings and appeals board hearing. As a condition to the foregoing, it is agreed that the County may at any time direct that a protest or appeal be dropped and the Contractor shall comply with such direction.

(4) Audit of all EDD benefit charges to verify their correctness and challenge of incorrect charges by protest, appeal, or other necessary action.

(5) Collection and maintenance of all records and data necessary to satisfy performance of the above functions.

(6) Provision of all relevant records and data to the County and other assistance to the County, as needed, should either the County or a claimant decide to challenge an appeals board ruling in court.

D. Management Information Reports. Commencing January 1, 1981, the Contractor shall provide the following reports to the County and, as indicated, to CPAAC at the frequency specified.

(1) Quarterly Claims Activity Report. To be prepared by department, position, etc., in the format directed by the County. The report shall contain, for each claim:

--Name of claimant.
--Social Security Number.
--Department)
--Section) At County option.
--Job Number)
--Narrative reason for termination.
--Disposition of claim.

(2) Quarterly Claims Summary. This report shall contain:

--Total claims processed.
--Total not protestable.
--Total protestable.
--Estimated average weekly benefit amount.
--Estimated average duration of benefits.
--Estimated total potential charges of protestable claims.

--Number of decisions received on protestable claims (at all levels).
--Number of favorable hearing decisions.
--Number of adverse hearing decisions.
--Estimated savings resulting from favorable decisions (at all levels).

A copy of each Quarterly Claims Summary shall be furnished to CPAAC.

(3) Annual Claims Summary. A cumulation of all information included in the Quarterly Claims Summaries, copy to CPAAC.

(4) Claims Decision Reports. A letter detailing any decision received from an administrative law judge or appeals board, to be issued as soon as the decision is received.

(5) Annual Win/Loss Report. A report covering the Contractor's claims protest and appeal activity by month, on behalf of all participating counties. Win/loss records at all levels of administrative review shall be detailed, analyzed and compared with EDD statewide win/loss statistics, in such manner as to permit measurement and evaluation of performance.

(6) Notice of Claimants Available for Rehire. A report to the County of the names, Social Security Numbers, and, if available, addresses of claimants (former employees) who may be available for rehire, to be issued on a daily basis as such claimants become known.

(7) Verification of EDD Benefit Charges. This report shall include: an itemization of benefit charges by individual claimants, cumulative totals of such charges, copies of all protests of incorrect charges, and verification of the correctness of all unprotested charges. It shall be furnished quarterly if the

County funds benefit costs are under one of the reimbursement options and annually if the County uses the tax rate method of funding.

(8) Monthly Newsletter. To be issued to each participating county, covering changes in unemployment law and regulations, precedent making claims decisions, current questions received from counties and answers provided. and other matters of general interest.

E. Inquiry Service. The Contractor shall promptly respond to inquiries received from the County concerning the handling of a termination, the status or chargeability of a claim, or similar matters. If the inquiry is made by telephone call and cannot be answered during such call, it shall be answered by prompt return call. Calls may be placed to any California office of the Contractor. The County caller shall not be referred from one of the Contractor's offices to another. Rather, the person receiving the call shall gather information from other offices, as necessary, and relay it to the caller.

SECTION 5. CONTRACTOR'S STAFF

During the term of this agreement, the Contractor shall maintain not less than one office in California. This office shall be capable of providing all group services for which the Contractor is responsible to participating counties in its respective portion of the state.

The Contractor shall establish and maintain a separate CPAAC Department within its organization to provide group services to participating

counties. Each member of the Department shall be assigned primarily to the performance of such services. All members shall be experienced and qualified in their jobs. All non-clerical members shall be selected, to the extent reasonably possible, from existing employees of the Contractor. Any future replacements of such individuals shall be similarly selected.

The CPAAC Department shall function under the direction of a Program Coordinator, now designated as Carolyn Arnold. If the Contractor removes Ms. Arnold from that position, her successor shall be subject to advance written approval of CPAAC, as shall any further successor to that position. Such approval shall not be unreasonably withheld.

The Contractor shall consult CPAAC concerning the selection of the CPAAC Department's Service Representatives, and concerning any future replacement of either of these positions:

SECTION 6. CONTRACT REPRESENTATIVES AND ADVISORY COMMITTEE

The CPAAC Unemployment Advisory Committee shall represent CPAAC under this agreement.

The Contractor's Program Director shall represent the Contractor under this agreement.

The County's Personnel Department shall represent the County under this agreement.

CPAAC shall appoint a five member advisory committee. The advisory committee shall have the following responsibilities:

1. Monitor the CPAAC Unemployment Insurance Program and its contracts.
2. Develop proposed legislature relating to unemployment insurance and coordinate legislative action with the County Supervisors Association of California (CSAC) legislative analyst handling

unemployment insurance.

3. Identify training needs and work with Contractor to develop necessary training programs.

4. Advise and make recommendations to the CPAAC membership on all matters relating to unemployment insurance.

SECTION 7. RECORDS

The Contractor shall retain at one or more of its California offices all records pertaining to this agreement, including those required under Section 4.C. (5), throughout the term of this agreement, and shall permit members of the CPAAC Advisory Committee and other authorized CPAAC representatives reasonable access to such records, during normal business hours, for purposes of inspection and audit. Upon termination of this agreement, the Contractor shall promptly deliver to the County all records required under Section 4.C. (5) which are requested by the County. Should this agreement be renewed, the parties shall review and redetermine record retention requirements.

SECTION 8. NOTICES

All notices, billings, payments and other formal communications required under this agreement shall be sent to the receiving party at the address below, or at such other address as that party may designate by written notice to the others.

County Personnel Administrator's Association
Secretary - U.I. Advisory Committee
1221 Oak Street, Room 220
Oakland, CA 94612

Reed, Roberts Associates, Inc.
Suite 600
9911 West Pico Boulevard
Los Angeles, CA 90035

County of Alameda
Personnel Department
U.I. Coordinator
1221 Oak Street, Room 220
Oakland CA 94612

SECTION 9. DEFAULT BY CONTRACTOR

If the Contractor defaults in the performance of its obligations hereunder, the County may terminate this agreement by not less than five (5) days' written notice to the Contractor and CPAAC. In such event, the Contractor and CPAAC shall be paid for services performed as provided in Section 6, Payment; provided, however, that each of the parties shall retain all rights and remedies it may have as a result of such default or of such termination. CPAAC shall in no way be liable for any such default of the Contractor or termination by the County.

The County's failure to exercise its rights under this section upon a default by the Contractor shall not constitute a waiver of such rights, which may be exercised at any subsequent time.

SECTION 10. OPTION TO RENEW

If, prior to the expiration of this agreement and like agreements with other participating counties, the CPAAC membership decides to continue a program of group services for participating counties, the County shall have the right to renew this agreement for a period of three years following its expiration date, by written notice to CPAAC and the Contractor at least thirty (30) days in advance of such date. Renewal shall be on the same terms and conditions as govern provision of services under this agreement after January 1, 1981, insofar as they are then applicable, except that the Contractor, at his option, may negotiate to increase the rate of payment to be used in computing its annual fee.

SECTION 11. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless CPAAC and the County and their officers, agents and employees from any claim or liability for injury, damage, or other loss to persons or property arising from or in any way connected with the performance of services by the Contractor or the activities of its officers, agents and employees under this agreement. The Contractor further agrees to maintain such insurance as will fully protect it and the other parties from any such claim or liability under this agreement. As a condition to execution of this agreement and like agreements with other participating counties, the Contractor shall furnish to CPAAC certificates of workers' compensation and liability insurance, the latter showing coverage of not less than $1 million combined single limits. Each certificate shall provide for thirty (30) days' notice to CPAAC of policy cancellation.

SECTION 12. ASSIGNMENT

Except as hereinafter provided, a party may not delegate its duties or assign its rights under this agreement, either in whole or in part, without the prior written consent of the other parties.

SECTION 13. RELATIONSHIP OF CONTRACTOR

The Contractor is an independent contractor for all purposes under this agreement and shall be fully responsible for the manner and means of performing the services required of it hereunder. No officer or employee of the contractor shall in any way be considered an employee of the County or of CPAAC.

SECTION 14. COMPLIANCE WITH CIVIL RIGHTS ACT

CPAAC and the Contractor shall comply with the Civil Rights Act of 1964 in the performance of this agreement, and shall make no distinction on the grounds of race, color, national origin, sex, age, religion, or handicap, either in providing services or in employment practices.

SECTION 15. PAYMENT

A. Contractor's Fee. Commencing January 1, 1981, the County shall pay to the Contractor an annual fee for all services provided by the Contractor during the calendar year, computed at the rate of two dollars ($2.00) per FTE in County employment as of January 1 of the respective year, provided that such rate shall be subject to adjustment as hereinafter provided.

By February 1 of each year, the County shall report to the Contractor and to CPAAC the number of FTE's in its employment as of January 1 of that year, based upon actual head count (not budgeted positions).

Payment shall be made quarterly, in arrears, upon submission of a billing by the Contractor confirming the FTE count upon which it is based and setting forth any necessary adjustment in prior billings.

The Contractor may audit the County's employment and payroll records to verify FTE counts, and any error found shall be corrected in the next billing.

If this agreement is terminated pursuant to Section 5 or 10, the County shall pay only that portion of the Contractor's fee representing services performed between January 1 of the respective year and the date of termination, calculated pro-rata at a daily rate.

(1) Continuing Service Fee. To return the costs of CPAAC services in coordinating and monitoring the program of group services on and after January 1, 1981, and in providing services in representing the interest of various counties as described in Section 4.F. (1) and (2) after

that date, the County shall pay to CPAAC an annual fee, computed at a rate not to exceed six cents ($.06) per FTE in County employment as of January 1 of the respective year, as reported under A. above. The amount of such rate, which shall be the same for all participating counties, shall be determined by CPAAC in January 1981 for the period of January -- December 31, 1981, and shall be redetermined by CPAAC annually thereafter. Each such determination shall take account of and adjust for any surplus or deficit in CPAAC fees previously collected from all participating counties relative to total CPAAC costs.

Payment of the continuing service fee shall be made annually upon billing by CPAAC.

If this agreement is terminated pursuant to Section 3, or 10 after January 1, 1981, the County shall pay only that portion of its continuing service fee representing services performed through the date of termination, calculated pro rata at a daily rate. Any balance of the fee paid by the County shall be returned by CPAAC.

SECTION 16. GOVERNING LAW

This agreement shall be governed by the laws of the State of California. It constitutes the entire agreement of the parties regarding its subject matter, and supersedes any and all other agreements of the parties,

oral or in writing, with respect to its subject matter. If any provision of this agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

County Personnel Administrators Association

By Martin E. Nelson

Title Pres

Reed, Roberts Associates, Inc.

By Jacqueline Arnold

Title Asst. V.P.

County of Yolo

By Turyla J. Thompson

Title CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated

County Counsel
of Yolo County

REGIONAL TRANSIT MEMO

Bk

DATE: December 18, 1980

FILED

FEB - 3 1981

PETER McNAMEE, Clerk

By [signature] DEPUTY

AGREEMENT NO. 80-439

TO: County of Yolo

FROM: Sacramento Regional Transit District

RE: Exhibit I -- 1980-81 Service Contract

Pursuant to Paragraphs "B" and "E" of the Agreement for Public Transportation Service entered into on the twenty-first day of September, 1976, the following table hereby sets forth the level of service and associated costs agreed to by Regional Transit and the County of Yolo effective on the first day of July, 1980.

Service Period	Lines	Service Level	Rates	Total Cost	Credits		Net Cost
7-1-80 thru 6-30-81	40, 41, 42, 67	177,589 mi. 11,115 hr.	$ 1.34/mi. $21.53/hr.	$477 300	Fares:	$116,000	$259,800
					Section 5:	98,500	
					Local General Fund:	3,000	
					Total	$217,500	

Modifications to this service level shall be accomplished in the manner set forth in the above cited Agreement.

There shall be an automatic adjustment to rates as of the first day of July of each year as set forth in Paragraph "G" of the Agreement to which this Exhibit is an attachment.

Lloyd H Roberts
DIRECTOR OF PUBLIC WORKS,
Yolo County

Bob Nelson
ACTING GENERAL MANAGER,
Regional Transit
by John T. Kitchen

ar

P.O. BOX 2110 • SACRAMENTO, CA. 95810 • 444-7591

BK

COUNTY OF YOLO

RECEIVED JAN 21 1981

Subgrant Signature Sheet

Title IV YCCIP

Agreement/ Subgrant No. 81-1

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	City of Winters

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and City of Winters California. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: City of Winters: Community Facilities Restoration and ReDevelopment
MAILING ADDRESS	: 318 First Street
CITY & STATE	: Winters, CA 95694 PHONE :(916) 795-4910
PROGRAM DIRECTOR	: Mr. Mike Jones, City Administrator

FILED
JAN 23 1981
PETER McNAMEE, Clerk
By Anna M. Calvin
DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on January 1, 1981.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $16,800.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title: MICHAEL E. JONES, ADMINISTRATOR/PLANNER — Date	Name and Title: Twyla J. Thompson, Chairman, Yolo County Board of Supervisors — Date: JAN 6 - 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Winters hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. City of Winters is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of work to be performed

(i) Operating Budget

(j) Line Item Budget Narrative

(k) Non Financial Agreement: Participant Wages/F.B.

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 16,800, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-1.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Trufa J. Thompson

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

CITY OF WINTERS

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

1/19 1981

(Date)

ADMINISTRATOR/PLANNER

(Title of Authorized Officer)

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FEDERAL REGULATION SIGNATURE PAGE

SUBGRANTEE certifies that it has read these federal regulations and agrees to abide by all provisions contained therein which apply to its program.

CITY OF WINTERS

AUTHORIZED SIGNATURE

1/19/81

DATE

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

CITY OF WINTERS
(Legal Name of SUBGRANTEE)

1/19 1981
(Date)

(Signature of Authorized Officer)

ADMINISTRATOR/PLANNER
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:_____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos especfficos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:_____

Fecha:_____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

_____

SIGNATURE OF THE PERSON RESPONSIBLE

H. STATEMENT OF WORK TO BE PERFORMED

1. Goals and Objectives
2. Activities and Timelines
3. Project Coordination Narrative
4. Organization Chart/Supervision Plan
5. Supervision Narrative: Pat McGarr Station

PSE Project

Goals	OBJECTIVES
1.) To teach basic construction skills as to enable the participants to find employment at the end of the project.	1.) To complete finish work in the new Winters Community Center and to accomplish outside landscaping. 2.) To renovacate, paint & perform minor & major repair work on the Winters City Hall & the Pat McGarr Fire House.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): The following activities are geared to teach basic skills to the participants and to complete the listed Community Center and City Hall renovation items.
These skills should enable the participants to find employment at the end of the project in a number of trades.

TASKS	* RESPONSIBILITY	DATE ACCOMP.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept			
1. Hire Participants.	In process, Orientation and and obtain tools.	1/1/81												
2. Complete Walls.	Install waynes coat wall board.	1/5/81												
3. Plumbing.	Install fixtures in kitchen	1/30/81												
4. Electrical Work.	Interior wiring in unfinished rooms	2/6/81												
5. Walls.	Install sheetrock in unfinished rooms	2/20/81												
6. Grounds.	Install sprinkler system, landscaping	4/12/81												
7. Flooring of 3 Unfinished Rooms.	Install floor tile	5/8/81												
8. Install acoustical tile.	Entry way and unfinished areas.	6/1/81												
9. City Hall Renovatings.	Prepare and plaster interior.	7/20/81												
10. City Hall Renovatings.	Paint and varnish interior.	8/7/81												
11. Clean-up and Final items.	Clean-up items and out process.	8/31/81												
12. Completion.	End of Project.	9/15/80												

* Superintendent of Public Works.

Sixty percent of participants time would be spent on these tasks.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): By September 30, 1981, the Pat McGarr Fire House will be completed and ready for use again.

TASKS	*RESPONSIBILITY	DATE ACCOMP.	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
Hire Participants	In Process	01/01/81												
One sink basin & 70 feet of plumbing will be completed.	Crew Supervisor	01/05/81	X											
Fifty lighting & electrical outlets will have been repaired &/or replaced.	"	01/30/81	X											
Twenty window screens will have been repaired or replaced.	"	02/06/81		X										
2,460 square feet of painting on the Pat McGarr will have been completed.	"	02/20/81			X	X								
Fifty chairs & eleven tables from McGarr repaired.	"	04/12/81					X	X						
Repair & restore of fire appartus will be completed.	"	05/08/81							X					
Fifteen small miscellaneous projects will be completed.	"	06/01/81								X				
Three welding projects will have been completed.	"	08/07/81									X			
Clean up & all projects	"	08/31/81										X		
Completion	End of Project	09/15/81												
	*Fire Chief Vernon Bruhn													

E. Title VI Project Coordination

The project consists of three ordinary work sites with sub-projects associated with each site. The largest sub-project (project 1) is associated with the Community Center site. There are complete architectural plans for both interior and landscaping work to be accomplished. A detailed work schedule has been prepared to sequence any sub-catagories accomplished by others.

Project 1 work scheduling will be approved by the Winters City Council since the work items involve major expenditures.

Superintendent Warren Wann will have responsibility for scheduling and supervising the day to day activities of participants assigned to the Community Center and City Hall portions of the project.

Fire Chief Vern Bruhn will have direct responsibility for scheduling and supervising participants assigned the McGarr Fire House sub-project.

Three participants will report to Mr. Wann and two will be hired by Mr. Bruhn. When work crews are consolidated, supervision will be on project (site) basis.

F. Organizati[illegible] Chart and Supervision Plan [illegible]

ELECTORATE

BUILDING INSPECTOR ---------- CITY COUNCIL ---------- CITY ATTORNEY

OTHER CITY DEPARTMENTS	CITY ADMINISTRATOR	SUPERINTENDENT (WANN)	FIRE CHIEF (BRUHN)
	CETA CONTRACTS	FOREMAN (ACEBEDO)	FIRE CAPTAIN
		TITLE VI PSE PARTICIPANTS YOUTH PARTICIPANTS	TITLE VI PSE PARTICIPANTS YOUTH PARTICIPANTS

(1) Supervision - Center & City Hall

The general supervisor will be Superintendent of Public Works, Mr. Warren Wann. Mr. Wann has had a contractors license and has performed building inspections. (job description)

Public Works Foreman Mr. Adrian Acebedo will be the direct supervisor. Mr. Acebedo has worked in the maintenance field for several years and is now winding down several concurrent projects totaling over $4,000,000 in construction value as the primary inspector.

Chief Building Inspector, Mr. Marvin Bryant has the primary responsibility of building code inforcement. He will be working with the youth and foreman to insure proper code compliance.

It is planned to turn over limited field supervision authority to CETA Title VI participants. Superintendent Wann and Chief Bruhn will coordinate work schedules between Community Center and Fire department facilities.

(2) SUPERVISION: McGarr Fire House

The appointing authority will be the Fire Chief Mr. Vernon C. Bruhn, working together with the building inspector, Marvin Bryant to insure proper Code Compliance. Mr. Bruhn will over-see the project at the Pat McGarr Fire House.

Mr. Bruhn will also be working with the Youth Supervisor to insure that the participants get the proper training and obtain the skills they need to perform the job at hand. Chief Bruhn and Mr. Warren Wann, Superintendent of Public Works will work jointly on projects at City Hall, Community Center and the Pat McGarr Fire Station.

C. Project Budget

1. Non-Financial Portion (administered for the Grantee by the Prime Sponsor)

PARTICIPANT SALARY

Wages	$24,660.00
F.I.C.A.	1,676.60
Workers Compensation	1,331.37
Sub Total	$27,667.37

2. Financial Portion (administered by the Grantee)

ADMINISTRATION & MATERIALS

Waynescoat Wallboard	700.00
Plumbing Fixtures	500.00
Electrical Wiring & Related	500.00
Sheetrock & Sizing	400.00
Paint	1,200.00
Floor Tile	300.00
Ceiling Tile & Appertenances	600.00
Misc. Plaster, Nails, Etc.	236.00
Total Materials	$ 4,436.00

Supplies, Tools & Supervision	
Supplies & Tools to participants	
Tools (to participants)	2,000.00
Clothing & Relating	1,500.00
Misc. Supplies	414.00
Sub Total	$ 3,914.00

Other Supplies & Tools

Training Aids & Materials	450.00
Leasing of Equipment	1,000.00
Sub Total	$ 1,450.00

Supervisory Salary Costs

Supervisory Wages and Benefits	5,500.00
Specialty Training Assistance	1,500.00
Sub Total	$ 7,000.00

TOTAL SUPPLIES, TOOLS & SUPERVISION $12,364.00

C. Project Budget - Cont'd

3. Budget Summary

a. Non-Financial Portion:

Participant wages and benefits	$27,668.00

b. Financial Portion:

Administration and materials	4,436.00
Supplies, tools and supervision	12,363.95
TOTAL AVAILABLE TO PROJECT	$44,467.95

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV YCCIP

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE December 12, 1980

Subgrantee Name and Address:
City of Winters
318 First St.
Winters, CA. 95694

Contact Person: Mike Jones
Phone (916) 795-4910
Period: From Jan 1, 1981 To Sept. 30, 1981
Program Name: Community Rennovation and Redevelopment

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	-			-					-
NOV.	-			-					-
DEC.	-			-					-
JAN.	1318			3847					5165
FEB.	1318			1889					3207
MAR.	500			911					1411
APR.	500			1161					1661
MAY	200			911					1111
JUNE	200			1161					1361
JULY	200			911					1111
AUG.	100			911					1011
SEPT.	100			662					762
TOTAL	4,436			12,364					16800

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	-				-			
NOV.	-				-			
DEC.	-				-			
JAN.	1318				3236	611		5165
FEB.	1318				1278	611		3207
MAR.	500				300	611		1411
APR.	500				550	611		1661
MAY	200				300	611		1111
JUNE	200				550	611		1361
JULY	200				300	611		1111
AUG.	100				300	611		1011
SEPT.	100				50	612		762
TOTAL	4,436				6864	5500		16,800

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

MICHAEL E. JONES - ADMINISTRATOR/PLANNER
Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date

YC 106 (10-79)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

[redacted]y of Winters

318 First Street

Winters, CA 95694

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	-				
SALARIES & WAGES	-				
FRINGE BENEFITS	-				
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING	-				
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES	-				
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST	-				
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
Admin SUPPLIES	4,436	-	-	-	1318
Building Supplies/Equipment	4,436	-	-	-	1318
Cleaning & Janitorial Supplies					
COMMUNICATION COST	-				
Telephone & Telegraph	-				
Postage					
OTHER COST	-				
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT	-				
Office Equipment					
Office Furniture & Fixtures					
TOTAL	4,436				

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

City of Winters
318 First Street
Winters, CA. 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1318	500	500	200	200	200	100	100
1318	500	500	200	200	200	100	100
1318	500	500	200	200	200	100	100

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

City of Winters
318 First Street
Winters, CA 95694

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING	6864				3236
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance	1500	-	-	-	250
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	450	-	-	-	50
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment	1000	-	-	-	-
Office Equipment					
Training Equipment	3914	-	-	-	2936
Unclassified Training Cost					
SERVICES	5500				611
Staff Salaries	3248	-	-	-	361
Staff Fringe Benefits	2252	-	-	-	250
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	12364		-	-	3847

YC 104d (revised 10/79)

WORK EXPERIENCE

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE NAME AND ADDRESS

City of Winters
318 First Street
Winters, CA 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1278	300	550	300	550	300	300	50
-	250	250	250	250	250	-	-
50	50	50	50	50	50	50	50
250	-	250	-	250	-	250	-
978	-	-	-	-	-	-	-
611	611	611	611	611	611	611	612
361	361	361	361	361	361	361	360
250	250	250	250	250	250	250	252
1889	911	1161	911	1161	911	911	662

YC 104d (revised 10/79)

NON-FINANCIAL AGRYEMENT

Signature Page

Title IV YCCIP: FY 81

The Yolo County Manpower Division agrees to make all direct payments to participants of the Winters Youth Community Conservation and Employment Project (YCCIP). These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a Title IV YCCIP program. The maximum payable to participants under this Agreement is $27,667.97. The financial portion of this Agreement, which is that amount of funds subgranted to the City of Winters under Title IV YCCIP is $16,800. The total available to The City of Winters, therefore, is $44,467.97. The attachment to this Non-Financial Agreement signature page applies.

COUNTY OF YOLO, PRIME SPONSOR

CITY OF WINTERS
(Legal Name of Subgrantee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

ADMINISTRATOR/PLANNER
(Title of Authorized Officer)

1/19/81
(Date)

JAN 6 - 1981
(Date)

ATTACHMENT TO NON-FINANCIAL SUMMARY

PARTICIPANT COST SUMMARY

5 Participants

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	TOTAL
WAGES	2740	2740	2740	2740	2740	2740	2740	2740	2740	24660
F.I.C.A.	186.28	186.28	186.28	186.28	186.28	186.28	186.28	186.28	186.28	1676.60
W. COMP.	147.93	147.93	147.93	147.93	147.93	147.93	147.93	147.93	147.93	1331.37
TOTAL	3074.21	3074.21	3074.21	3074.21	3074.21	3074.21	3074.21	3074.21	3074.21	27,667.97

BK

MODIFICATION

#

AGREEMENT NO. 81 - 2

REQUEST FOR MODIFICATION TO CONTRACT # 80-298 REQUEST DATE _____

CETA TITLE: VI PSE Project CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: City of Winters: Community Center Renovation MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 12,150 [ ] Decreased by $ _____

The above number contract is to be modified as follows: (Attach support documents)

FILED

JAN 23 1981

PETER McNAMEE, Clerk

By ANNA M. GALVAN

DEPUTY

GENERAL INTENT

To increase by one (1) the number of authorized positions.

To expand the scope of the original project. to include McGovern Hall.

MODIFICATION

1. The attached and revised operating budget supercedes that of the original contract.
2. The attached activities and timelines is added to those of the original contract to expand the overall scope of the project.

$36,450
New grant total and fixed price

[signature]
Signature of program operator

1/19/81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Freyla J. Thompson JAN 6 - 1981
Signature of Authorized Officer Date

October 01, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE 12-11-80

Subgrantee Name and Address:
City of Winters
P. O. Box 457
Winters, CA 95694

Contact Person: Mike Jones
Phone 795-4910
Period: From 10-01-80 To 9-30-81
Program Name: Youth Community Center Renovation

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,964			2,964
NOV.						2,964			2,964
DEC.						2,964			2,964
JAN.						2,964			2,964
FEB.						2,964			2,964
MAR.						2,964			2,964
APR.						3,060			3,060
MAY						3,060			3,060
JUNE						3,060			3,060
JULY						3,162			3,162
AUG.						3,162			3,162
SEPT.						3,162			3,162
TOTAL						36,450			36,450

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,908	1,056				2,964
NOV.			1,908	1,056				2,964
DEC.			1,908	1,056				2,964
JAN.			1,908	1,056				2,964
FEB.			1,908	1,056				2,964
MAR.			1,908	1,056				2,964
APR.			2,004	1,056				3,060
MAY			2,004	1,056				3,060
JUNE			2,004	1,056				3,060
JULY			2,106	1,056				3,162
AUG.			2,106	1,056				3,162
SEPT.			2,106	1,056				3,162
TOTAL			23,778	12,672				36,450

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-30-80

CETA Director — Date 1/12/80

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: City of Winters
2. Title VI Project Name: Youth Community Center Buildings Aide
3. Position Title: Trainee Crafts Person
4. Date Submitted: 12-11-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 636.00
a. Base Salary	$	$ 636.00
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits (Increases 6.65 Jan 1) 6.13 + 40.14	$	$
a. Social Security.....%.....	$	$ 79.13
b. Medical Insurance	$	$ 179.16
c. Dental Plan	$	$ 39.22
d. Uniform Allowance	$	$
e. Workers'Compensation (Self Insured) 3,498/100 salary Rate X Expenience Rating X (Salary ÷ 100) ___ X ___ X ___ = ...	$	$ 22.25
f. Mileage ___ miles @ ___ per mile.....	$	$
g. Other (specify)		
Life Insurance (11 months)	$	$ 5.16
Accured Vacation	$	$ 26.82
10. Total Fringe Benefits Cost	$	$ 351.74
11. Total Position Cost	$	$ 987.74
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 07-01-81	$	$ 34.00/mo
___ % Effective Date ___	$	$
b. Step Increases		
5 % Effective Date 04/15/81	$	$ 32.00/mo
___ % Effective Date ___	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$23,778
b. Fringe Benefits	$	$12,672
c. Total	$	$36,450

14. Number of Positions Being Requested 3.

15. Preparded By: Betty Hoskins

(YC 101)

ACTIVITIES AND TIMELINES

OBJECTIVE(S): To completely removed, by September 30, 1981, the Pat McGarr Fire House for use.

Participants will obtained sufficient skills to seek unsubsidized employment at end of project.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
1. Install one (1) sink basin and 70 feet of plumbing	Project participants (and Title IV youth participants)	12/08/80												
2. Repair and/or replace fifty (50) electrical outlets.	Project participants (and Title IV youth participants)	12/31/80												
3. Repair or replace twenty (20) window screens.	Project participants (and Title IV youth participants)	01/25/81												
4. Complete 2,460 square feet of the Pat McGarr Station.	Project participants (and Title IV youth participants)	02/29/81												
5. Repair fifty (50) chairs and eleven (11) of the McGarr Station.	Project participants (and Title IV youth participants)	05/31/81												
6. Repair and restore fire apparatus	Project participants (and Title IV youth participants)	06/15/81												
7. Complete fifteen (15) miscellaneous projects.	Project participants (and Title IV youth participants)	07/31/81												
8. Complete three (3) welding projects.	Project participants (and Title IV youth participants)	08/31/81												
9. Clean-up on all projects	Project participants (and Title IV youth participants)	09/30/81												

BOARD OF SUPERVISORS
Yolo County, California

FILE:

MAN-13
Agreements - Davis Jt.
Unf. Sch. Dist.-Title IIB
(81-3)

TO: City of Winters
Winters Fire Protectio
Winters JUSD
Davis JUSD ✓
G. W. Williams Company

ENTRY:
EXCERPT OF MINUTE ORDER NO. 81-1, ITEM NO. 11 OF THE BOARD OF SUPERVISORS MEETING FOR January 6, 1981 AS INDICATED BELOW:

MOTION: DeMars SECOND: Marchand AYES: Black, DeMars, Marchand, Cameron, Thompson.

11. The Board of Supervisors sitting as the CETA Prime Sponsor of the governing body, approved and authorized the Chairman to sign the following agreements with various agencies, including a lease for office spaces in the East Yolo area:

A. Agreement No. 81-1, with the City of Winters, for Title IV Youth Conservation and Community Improvement Program (YCCIP).

B. Agreement No. 81-2, with the City of Winters, modifying Title VI, Agreement No. 80-29[illegible].

C. Agreement No. 81-3, with the Davis Joint Unified School District, for a Title IIB In School Youth Program.

D. Agreement No. 81-4, with the Winters Fire Protection District, modifying Title VI, Project Agreement No. 80-314.

E. Agreement No. 81-5, with the Winters Joint Unified School District, modifying Title IID, PSE Agreement No. 80-336.

F. Agreement No. 81-6, with G. W. Williams Company, for the County to lease office spaces located at 948, 150-152, and 9[illegible] Sacramento Avenue, Broderick, California, in the Riverbend Shopping Plaza.

COUNTY OF YOLO
Woodland, California 95695

OFFICE OF COUNTY ADMINISTRATOR
Manpower Division • 500 First Street
(916) 666-8374

RECEIVED
DEC 31 1980
COUNTY CLERK
BOARD OF SUPERVISORS

11-C

December 30, 1980

Honorable Twyla J. Thompson, Chairman
and Members of the Board of Supervisors

Subject: Manpower--Agreement Approval: Davis Joint Unified School District Title IIB In-School Youth Program/FY 81

Dear Chairman Thompson:

The Davis Joint Unified School District is proposing to utilize its Title IIB In-School youth allocation to carry-out a program of career Counseling for thirty (30) handicapped youth in their district.

The attached Manpower Program Summary provides further detail to the Davis Title IIB program.

THEREFORE, it is recommended:

1. That the Board of Supervisors approve the agreement with the Davis Joint Unified School District for a Title IIB In-School Youth Program; and

2. That the Chairman of the Board of Supervisors be authorize to sign the agreement.

Very truly yours,

DAVID D. ROWLANDS, JR.
County Administrative Officer

DDR:RSR:mw

Attachment

MANPOWER PROGRAM SUMMARY

For: Board of Supervisors' Agenda
Agenda Date: January 6, 1981

BASIC ACTION: Approval of agreement with the Davis Joint Unified School District for a Title IIB In-School Youth Program.

PURPOSE: The agreement, if approved, will establish a program of career counseling for thirty (30) handicapped youth in their district.

BACKGROUND: Due to a lack of summer staff, the Davis Joint Unified School District was unable to participate in the IIB planning cycle which took place in the summer of 1980. Also, the district was and is unable to initiate a program of this type in mid-semester. Consequently, the planning process occurred at a much later date and resulted in the agreement now before the Board of Supervisors

FISCAL: The financial portion of this agreement, which is the amount of funds subgranted to the Davis Joint Unified School District, equals $5,452. The maximum payable to participants, through a non-financial agreement, equals $3,770 and will be administered by the County Prime Sponsor for wages and fringe benefits. Total funds available to the Davis Joint Unified School District under its IIB In-School Youth Program is, therefore, $9,222.

TIMEFRAME: December 01, 1980 to September 30, 1981

MAPC RECOMMENDATION: MAPC Reviewed and recommended approval of the agreement at their December 18, 1980 meeting.

STAFF RECOMMENDATION: Staff recommends approval.

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIB

Agreement/ Subgrant No. 81 - 3

Grantor (PRIME SPONSOR)	Subgrantee
COUNTY OF YOLO, a political subdivision of the State of California	Davis Joint Unifieid School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

JUL - 8 1981

PETER McNAMEE, Clerk
By Emma M Galvan
DEPUTY

PROGRAM : Davis Joint Unified School District	
MAILING ADDRESS : 526 B Street	
CITY & STATE : Davis, CA 95616	PHONE : 756-3131
PROGRAM DIRECTOR : James E. Burnis	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on January 1, 1981

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is $5,452

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature James E. Burnis	By Signature X Twyla J. Thompson
Name and Title / Date James E. Burnis 6/30/81 Associate Superintendent, Business Davis Joint Unified School District	Name and Title / Date JAN 6 - 1981 Twyla J. Thompson, Chairman Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January 1981, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Davis Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of Work to be Performed

(i) Operating Budget

(j) Enrollment and Termination Plan

(k) Non-Financial Agreement

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1981, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 5,452, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

3. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-3 1.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Tungla J Thompson

(Signature of Authorized Officer)

Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Davis Joint Unified School District

(Legal Name of SUBGRANTEE)

James E. Burnis

(Signature of Authorized Officer)

James E. Burnis
Associate Superintendent, Business

June 30 19 81

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 29-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Davis Joint Unified School District

Name of Subgrantee

James E. Burnis

Authorized Signature

James E. Burnis
Associate Superintendent, Business

June 30, 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

June 30 19 81
(Date)

James E. Burnis
(Signature of Authorized Officer)

James E. Burnis
Associate Superintendent, Business
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:_____

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Leo Masson, AM RESPONSIBLE FOR

Davis Joint Unified School District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Leo Masson

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED:

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Title IIB Inschool Youth Program

This District has identified a target group which can benefit from the services available through Title IIB funds. They are Educationally Handicapped students, ages 14-18. Below is an explanation of each of their needs.

During the 1979-80 school year this District was funded under P.L. 94-142 to develop a curriculum in Career Education for Handicapped students, Grades 7-12. The product of this project was a 596 page Curriculum Guide (A copy is available in the District Office. The Table of Contents can be found in Appendix A), media materials and equipment which are keyed for use in the Guide, and the beginning of classroom instruction by project personnel.

While the program is well-designed for delivery by the classroom teacher, it felt that to be truly effective the teacher does need help to work with students in depth on a one-to-one basis and to plan and implement off-campus activities. Therefore, a large part of this project effort will be to employ an Instructional Aide to work with the teachers to conduct the program outlined in the Guide.

It is felt that a continuous effort in career planning and job search and performance techniques will better prepare these students for entry into our established YETP where they will be mainstreamed into the world of work through work experience.

PROGRAM APPROACH

A. Activities

Toward the end of the 1979-80 school year P. L. 94-142 Project Personnel submitted a set of recommendations for activities they felt would be appropriate for a follow-up with CETA funding. A copy of these recommendations can be found in Appendix B.

Prior to the beginning of the Spring semester, 1981 a person will be employed as an Instructional Aide Specialist to prepare a plan with the five Special Education teachers to implement the curriculum suggested in the Guide and the ideas presented in Appendix B. During these pre-program activities the Instructional Aide Specialist will discuss individual student special needs with the teachers.

B. Academic Credit

The structure of the services to be offered to these students is such that it cannot be determined in advance exactly how much time will be devoted to program activities by each student; therefore, credit will have to be allowed on a variable basis to be determined by the classroom teacher and the IAS. It is the intent to devise a practical plan to allow credit.

ENROLLMENTS

	Eligible Students	Number of Program Participants
Handicapped Students, Grades 7-12	72	30

Activity	Responsibility	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
1. Recruitment and selection of Instructional Aide Specialist	Project Director & Davis Staff												
2. IAS on duty	IAS												
3. Inservice training for IAS	Project Director Davis Staff												
4. Pre-program planning activities	IAS												
5. Participant recruitment and selection	Manpower IAS												
6. Program activities conducted for students	IAS Project Director												

COUNTY OF YOLO

Woodland, California 95695

OFFICE OF COUNTY ADMINISTRATOR
Manpower Division • 500 First Street

NONFINANCIAL AGREEMENT

Title IIB Inschool Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Davis Joint Unified School District's Title IIB Inschool Youth Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA, shall constitute the nonfinancial portion of this Agreement for a IIB youth program. The maximum payable to participants under this Agreement is $3,770. The financial portion of this Agreement which is that amount of funds subgranted to the Davis Joint Unified School District is $5,452. The total funds available to the Davis Joint Unified School District and its IIB youth program participants is therefore $9,222.

Davis Joint Unified School District	County of Yolo, Prime Sponsor
(Legal Name of Subgrantee)	
James E. Burnis	Tunyla J. Thompson
(Signature of Authorized Officer)	(Signature of Authorized Officer)
James E. Burnis Associate Superintendent, Business	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
June 30, 1981	JAN 6 - 1981
(Date)	(Date)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II-B

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE December 15, 1980

Subgrantee Name and Address:
Davis Joint Unified School District
526 B Street
Davis, CA 95616

Contact Person: Don Dachner
Phone 756-3131
Period: From 1/1/81 To 9/30/81
Program Name: Title II-B Davis

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL									

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.	87					958		1045
FEB.	87					1023		1110
MAR.	87					976		1063
APR.	87					1068		1155
MAY	88					991		1079
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL	436					5016		5452

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

James E. Burnis
Associate Superintendent, Business
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date 12-30-80

Margaret J. Shelton
CETA Director — Date 12/30/80

TC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, California 95616

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	211				42
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement	80				16
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance	145				29
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	436				87

OPERATING BUDGET

CONTRACT NO. _____

Davis Joint Unified School District
526 B Street
Davis, California 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
42	42	42	43				
16	16	16	16				
29	29	29	29				
87	87	87	88				

OPERATING BUDGET
CONTRACT NO. _____

Davis Joint Unified School District
526 B Street
Davis, California 95616

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Health-Accident Insurance					
SERVICES					
Staff Salaries	3102				620
Staff Fringe Benefits	1191				238
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies	323				100
Telephone					
Transportation	250				
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Unclassified Services Cost	150				
TOTAL - SERVICES TO CLIENTS	5016				958

YC 104e (revised 10/79)

OPERATING BUDGET
CONTRACT NO. _____

Davis Jo t Unified School District
526 B Street
Davis, California 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
620	620	620	622				
238	238	238	239				
100	53	45	25				
65	65	65	55				
		100	50				
1023	976	1068	991				

YC 104e (revised 10/79)

ENROLLMENT AND TERMINATION R[illegible]N

Monthly Schedule

Title II-B

Program: Title II-B Davis	[X] Original	[ ] Revision #_____
Fiscal Year: 1980-81	Date 9/26	Annual Plan Mod. #_____

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments					30	30	30	30	30			
B. Total Enrollments by Month.....					30	0	0	0	0			
1. New Enrollment.....					30							
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations												
D. Total Terminations by Month.....					0	0	0	0	30			
1. Entering Employment.....												
~~a. Direct Prime~~.....												
b. ~~Direct ES.~~.....												
c. Indirect.....												
~~d. Indirect (Other)~~.....												
2. Title and Subpart Transfers....									10			
3. Additional Positive.....												
a. School.....									20			
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)					30	30	30	30	0			

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

Program: Title II-B Davis	[X] Original	[ ] Revision #
Fiscal Year: 1980-81	Date: 9/26	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments						30	30	30	30	30			
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	50												
B. Female	50												
C. 19 and Under	100												
D. 20 - 21													
E. 22 - 44													
F. 45 - 54													
G. 55 and Over													
H. White-not Hispanic	90												
I. Black-not Hispanic	5												
J. Hispanic	5												
K. American Indian													
L. Asian-Pacific Islander													
III. Target Groups													
A. Handicapped	66				20								
B. Econ. Disadvantages	33				10								
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

BK

MODIFICATION #

AGREEMENT NO. 81 - 4

REQUEST FOR MODIFICATION TO CONTRACT # 80-314 REQUEST DATE _____

CETA TITLE: VI PSE Project CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: Winters Fire Protection District: Fire House Restoration MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ _____ [X] Decreased by $ 17,844

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To decrease authorized positions by two (2). To modify the original work specifications and project location.

FILED

FEB 18 1981

PETER McNAMEE, Clerk
By Anna M Calvin
DEPUTY

MODIFICATION

1. The revised operating budget supercedes the original contract budget (attached).

2. The attached activities and timelines supercedes those of the original contract.

$9,108
New grant total and fixed price

Signature of program operator

1-30-81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [ ] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[ ] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

JAN 6 - 1981
Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE September 17, 1980

Subgrantee Name and Address:

Winters Fire Protection District
10 Abbey Street
Winters, California 95694

Contact Person: Captain Kidder
Phone 795-4131
Period: From 10/01/80 To 09/30/80
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						736			736
NOV.						736			736
DEC.						739			739
JAN.						739			739
FEB.						739			739
MAR.						739			739
APR.						780			780
MAY						780			780
JUNE						780			780
JULY						780			780
AUG.						780			780
SEPT.						780			780
TOTAL						9,108			9,108

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.		660		76				736
NOV.		660		76				736
DEC.		660		79				739
JAN.		660		79				739
FEB.		660		79				739
MAR.		660		79				739
APR.		696		84				780
MAY		696		84				780
JUNE		696		84				780
JULY		696		84				780
AUG.		696		84				780
SEPT.		696		84				780
TOTAL		8,136		972				9,108

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer — Date

Signature

CETA Director — Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Fire Protection District
2. Title VI Project Name: Winters City & Distict, Community Improvement & Beautification Project
3. Position Title: Maintenance Laborer
4. Date Submitted: September 15, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 660.00	$ 660.00
a. Base Salary	$ 660.00	$ 660.00
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$ 40.00	$ 40.00
b. Medical Insurance	$	$
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)	36.00 month	36.00 month
5.4 X 12.27 X 6.60 = ...	$ 437.31 annual	$ 437.31 annual
f. Mileage		
miles @ per mile.....	$	$
g. Other (specify)		
	$	$
	$	$
10. Total Fringe Benefits Cost	$ 76.00	$ 76.00
11. Total Position Cost	$ 736.00	$ 736.00
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 04/01/81	$ 36.00	$ 36.00
% Effective Date	$	$
b. Step Increases		
% Effective Date	$	$
% Effective Date	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8,136.00	$ 8,136.00
b. Fringe Benefits	$ 972.00	$ 972.00
c. Total	$ 9,108.00	$ 9,108.00

14. Number of Positions Being Requested one (1).

15. Preparded By: Betty Antonovich

(YC 1011)

ACTIVITIES AND TIMELINES

OBJECTIVE(S): To complete, by September 30, 1981 all finnishing and detail maintenance work of the Winters Fire District main fire station. All activities of the project are genered to teach basic skills to the participants.

TASKS	RESPONSIBILITY	DATE ACCOMP.	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1. Finish paneling around overhead doors and walls.	Project Participant	02/15/81				------	--X							
2. Install large mult-purpose sink and plumbing.	Project Participant	02/30/81					---	X						
3. Continue rain gutiers around fire station building.	Project Participant	04/15/81						-------	--X					
4. Finish stairway to second floor of building.	Project Participant	06/30/81							----------	------	X			
5. Finish all painting work on projects and building.	Project Participant	07/30/81									-----	X		
6. Finish minor work on apparatus.	Project Participant	09/15/81										-------	--X	
7. Clean up on all activities.	Project Participant	09/30/81												---X

BK

MODIFICATION #

AGREEMENT NO. 81-5

REQUEST FOR MODIFICATION TO CONTRACT # 80-336 REQUEST DATE 12-12-80

CETA TITLE: IID PSE CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: Winters Joint Unified School District MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 11,172 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to add a position of Intermediate Clerk-Typist to this Agreement and to increase salaries due to a 90% cost of living increase.

MODIFICATION

The attached operating budget supercedes the one currently in the contract.

FILED

FEB 26 1981

PETER McN... Clerk

By Anna M. Galvan

DEPUTY

$29,856
New grant total and fixed price

John R. Gray
Signature of program operator

2/16/81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Lucyla J. Thompson
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. _____

[ ] ORGINAL [X] REVISION NO. 001

DATE 12-12-80

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, CA 95694

Contact Person: Bill Oser
Phone 795-4588
Period: From 10-1-80 To 9-30-80
Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,447			2,447
NOV.						2,447			2,447
DEC.						2,456			2,456
JAN.						2,456			2,456
FEB.						2,456			2,456
MAR.						2,456			2,456
APR.						2,456			2,456
MAY						2,456			2,456
JUNE						2,417			2,417
JULY						2,603			2,603
AUG.						2,603			2,603
SEPT.						2,603			2,603
TOTAL						29,856			29,856

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,227	220				2,447
NOV.			2,227	220				2,447
DEC.			2,227	229				2,456
JAN.			2,227	229				2,456
FEB.			2,227	229				2,456
MAR.			2,227	229				2,456
APR.			2,227	229				2,456
MAY			2,227	229				2,456
JUNE			2,190	227				2,417
JULY			2,364	239				2,603
AUG.			2,364	239				2,603
SEPT.			2,364	239				2,603
TOTAL			27,098	2,758				29,856

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

John R. Graf, District Superintendent
Name and Title of Authorized Official

John R. Graf
Signature

For CETA Approval Only:

[signature]
Fiscal Officer — 12-30-80 Date

Margaret J. Sheldon
CETA Director — 12/30/80 Date

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Joint Unified School District
2. Title VI Project Name:
3. Position Title: Intermediate Clerk-Typist
4. Date Submitted: December 10, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 706.00	$ 706.00
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security.....6.13 %	$ 43.00	$ 43.00
b. Medical Insurance	$ 7.00	$ 7.00
c. Dental Plan	$ 2.00	$ 2.00
d. Uniform Allowance	$	$
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X _____ X _____ = ...	$	$
f. Mileage _____miles @ _____per mile.....	$	$
g. Other (specify) Annuity	$ 18.00	$ 18.00
	$	$
10. Total Fringe Benefits Cost	$ 70.00	$ 70.00
11. Total Position Cost	$ 776.00	$ 776.00
12. Anticipated Salary Increases		
a. Cost of Living		
8 % Effective Date 7/01/81	$ 56.00	$ 56.00
_____% Effective Date _____	$	$
b. Step Increases		
_____% Effective Date _____	$	$
_____% Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 8,640.00	$ 8,640.00
b. Fringe Benefits	$ 882.00	$ 882.00
c. Total	$ 9,522.00	$ 9,522.00

14. Number of Positions Being Requested One.

15. Preparded By: Christina Crist

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Joint Unified School District
2. Title VI Project Name:
3. Position Title: Gardener/Custodian
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 742	$ 742
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... 6.13 %	$ 46	$ 46
b. Medical Insurance	$ 8	$ 8
c. Dental Plan	$ 2	$ 2
d. Uniform Allowance	$	$
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X _____ X _____ = ...	$	$
f. Mileage _____ miles @ _____ per mile.....	$	$
g. Other (specify) _____	$	$
Annuity	$ 18	$ 18
10. Total Fringe Benefits Cost	$ 74	$ 74
11. Total Position Cost	$ 816	$ 816
12. Anticipated Salary Increases		
a. Cost of Living		
8 % Effective Date 7-1-81	$ 59	$ 59
_____ % Effective Date _____	$	$
b. Step Increases		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$18,458	$18,458
b. Fringe Benefits	$ 1,876	$ 1,876
c. Total	$20,334	$20,334

14. Number of Positions Being Requested 2.

15. Preparded By: Christina Crist

(YC 101)

FILED

Bk

- 7 1981 Bk.

PETER McNAMEE, Clerk
By [signature]
DEPUTY

AGREEMENT NO. 81-6

RIVERBEND SHOPPING PLAZA LEASE

Standard Form of Agreement

PARTIES

1. THIS LEASE, made this 6th day of January 1981, between G. W. WILLIAMS CO., a California corporation, LESSOR, and COUNTY OF YOLO, a political Subdivision of the State of California, LESSEE.

PREMISES

2. WITNESSETH: That LESSOR does hereby lease to LESSEE, and LESSEE does hereby lease from LESSOR, those certain premises situated in the City of Broderick, County of Yolo, State of California, and described as follows:

Space #7, containing approximately 1,000 square feet of floor area, commonly known as 948 Sacramento Ave.; Space #8, containing approximately 1,360 square feet of floor area, commonly known and designated as 950 Sacramento Ave.; Space #9, containing approximately 1,360 square feet of floor area, commonly known and designated as 952 Sacramento Ave.; and Space #10, containing approximately 1,360 square feet of floor area, commonly known and designated as 954 Sacramento Ave. All four (4) spaces are contained within the enclosed 13,960 square foot building known as Riverbend Shopping Plaza.

USE

3. The premises are to be used as County Offices and other office uses reasonably related thereto and for no other business or purpose without the prior written consent of LESSOR.

TERM

Initial

JJ

4. The term of this Lease shall ~~be for one (1) year and shall~~ commence on the 1st day of January 1981 and end on the ~~31st day of December 1981, inclusive.~~ 30th day of September 1982, inclusive.

RENT

5. Rent shall be paid in lawful money of the United States of America in advance on the first (1st) day of each month at the Office of LESSOR at the following address:

G. W. Williams Co.
c/o Property Management Associates
601 University Ave., Suite #100
Sacramento, CA 95825

or at such other place as LESSOR may designate in writing, free from all claims, demands or setoffs against LESSOR of any kind or character whatsoever, as follows:

One Thousand Five Hundred Nineteen and 20/100 ($1,519.20) for each and every month during the term hereof. (This amount includes the sum of $300.00 to cover the monthly operating cost of utilities and services furnished by LESSOR to the building in which the demised premises are located, to-wit: gas and electricity (for heating and air conditioning, and for exterior building lights), fees for trash disposal, sewer and water charges, security and other common area services for the exterior of said building. All janitorial services for the premises demised to LESSEE shall be provided by LESSEE at LESSEE'S sole cost and expense in accordance with Paragraph C, of Exhibit A, attached hereto and made a part hereof; and, the sum of $50.00 per month, which LESSOR agrees to use for preserving and maintaining all parking areas, planting and caring for landscaping, and maintaining lighting in the parking area.)

LATE FEES

6. LESSEE covenants and agrees that in addition to the other sums that have become or will become due pursuant to the terms of this Lease, LESSEE will pay to LESSOR a late charge of $55.00 as additional rent for each payment of rent, or part thereof, more than ten (10) days in arrears, and $65.00 as additional rent, for each payment of rent or part thereof more than twenty (20) days in arrears.

TAXES

7. During the term of this Lease, or any extension thereto, or during any holding over period, LESSEE, in addition to all other sums agreed to be paid hereunder shall pay to LESSOR a proportion of all increases in real property taxes assessed against the entire Riverbend Shopping Plaza (Yolo County Assessor's Parcel No. 10-320-23) over and above the real property taxes assessed against the said Riverbend Shopping Plaza for the Tax Year 1980-81. LESSEE'S proportion of said increased taxes shall be that percentage expressed in this paragraph, to-wit: 6.66% which is calculated from that proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the entire Riverbend Shopping Plaza. Said proportionate increase which LESSEE is required to pay shall not include penalty, interest or other costs accruing by reason of LESSOR'S failure to pay said taxes when due, and LESSEE agrees to pay the said proportion of said increased taxes within fifteen (15) days after presentation by LESSOR to LESSEE of receipted tax bills or duplicates thereof. Further, LESSEE agrees to pay any and all taxes and assessments levied during any period described in this paragraph upon or against all furniture, fixtures, equipment and other personal property installed or located within the demised premises, or upon or against all alterations, additions or improvements of any nature, if made by LESSEE to the demised premises.

HOLDING OVER

8. Any holding over by LESSEE after the expiration of this Lease or any extension thereto shall be deemed to be a tenancy from month to month under the same terms, covenants and conditions as specified herein, so far as applicable, with the exception of the monthly rent which shall be determined and paid as follows:

If LESSEE does not elect to extend the term of the Lease as specified in Paragraph 9, hereinbelow, and thereby becomes a tenant from month to month, on January 1, 1982, the monthly rental of $1,519.20 shall be adjusted upward for each ensuing month while LESSEE remains a holdover tenant in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of October 1981 shall have increased over the said Price Index for the month of October 1980. If LESSEE elects to extend the term of the Lease as specified in said Paragraph 9, hereinbelow, and holds over after December 31, 1985, as a tenant from month to month, on January 1, 1986 the monthly rental established on January 1, 1985, as set forth in Paragraph 9, hereinbelow, shall be adjusted upward for each ensuing month while LESSEE remains a holdover tenant in the same percentage proportion that the aforementioned Price Index for the month of October 1985 shall have increased over the said Price Index for the month of October 1984

OPTION TO RENEW

9. LESSOR agrees that if LESSEE shall have faithfully performed all of the terms, covenants and conditions on its part to be performed during the original term of this Lease, LESSOR hereby grants to LESSEE the right and option to renew this Lease for a further term of four (4) years commencing ~~January~~ October 1, 1982, under the same terms, covenants and conditions except the monthly rent which shall be ~~determined and paid on following January 1, 1982, the monthly~~ rental of $1,519.20 shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Urban Consumers - All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of October 1981 shall have increased over the said Price Index for the month of October 1980, not to exceed a 15% increase. Thereafter, on each January 1st throughout the balance of the extended term, the most recently established monthly rent shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index for the previous month of October shall have renegotiated upon the exercise by TENANT of said option.

Initial

Initial
JJL

increased over the said Price Index for the month of October one ~~year~~ antecedent, not to exceed a 15% increase in any ~~one (1)~~ year. Notice of the exercise of the option ~~contained in~~ this paragraph shall be given by LESSEE to LESSOR ~~at least~~ sixty (60) days prior to expiration of ~~the original~~ term, which notice must be in writing, and it ~~is expressly agreed that time is of the essence in the giving of such notice~~.

UTILITY COST SURCHARGE

10. LESSOR agrees to furnish the premises during reasonable hours, and subject to the regulations of the building wherein the premises are situated, with a reasonable amount of water ~~and electricity~~ suitable for the intended use of the premises, and such heat and air conditioning as may be required for the comfortable occupation of the premises, provided LESSEE be not in default hereunder. LESSOR, however, shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of LESSOR, or by repairs, labor disturbances or labor disputes, of any character, whether resulting from or caused by acts of LESSOR or otherwise; nor shall LESSOR be liable under any circumstances for the loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve LESSEE of the duty to pay the full amount of rent herein reserved, nor constitute nor be construed as a constructive or other eviction of LESSEE. The period from November 1, 1979 through October 31, 1980 shall be known as the Base Utility Year, during which period the total annual cost of gas and electricity (for the entire building in which the demised premises are located) was $10,349.45. In the event that the increase in annual utility costs for gas and electricity for the entire 13,960 square foot building known as Riverbend Shopping Plaza shall in any full year subsequent to the Base Utility Year exceed the applicable October Consumer Price Index increases referred to in Paragraphs 8 and 9 herein, LESSEE shall, upon presentation to LESSEE of receipted utility bills or duplicates thereof reimburse to LESSOR, as additional rent hereunder, 36.39% of such excess.

TERMINATION OF PRIOR AGREEMENTS

11. Upon execution of this Lease by both parties, and occupancy by LESSEE hereunder, LESSOR and LESSEE shall be relieved and released from all obligations contained in that certain Lease dated May 20, 1977, assigned to LESSEE by Agreement dated June 24, 1980 with respect to the premises commonly known and designated as 950 and 952 Sacramento Ave., and from that certain Lease dated March 8, 1979 with respect to those certain premises commonly known and designated as 954 Sacramento Ave., provided all terms, covenants and conditions of the aforementioned Agreements have then been fully complied with and performed.

RIDER

12. Exhibit A was attached hereto, made a part hereof and initialed by the parties prior to execution by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSEE:

COUNTY OF YOLO, a political subdivision of the State of California

By: Gayle J. Thompson

JAN - 7 1981

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

LESSOR:

G. W. WILLIAMS CO.

By: John D. Paffe

EXHIBIT "A"

Attached to and made part of that certain Lease Agreement by and between G.W.WILLIAMS CO.,LESSOR, and

COUNTY OF YOLO, LESSEE

Dated: January 6, 1981

INITIAL

COVENANTS

A. It is mutually agreed that the letting hereunder is upon and subject to each and all of the terms, covenants and conditions described in the aforementioned Lease and further subject to the following additional terms, covenants and conditions, and LESSEE covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions by him to be kept or performed, and that this Lease is made upon the condition of such performance.

SECURITY DEPOSITS

B. Any and all Security Deposits received by LESSOR shall be held by LESSOR as security for the faithful performance by LESSEE of all of the terms, covenants and conditions of this Lease. If at any time during the term of this Lease or any extension thereto, or during any holdover period, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by LESSEE to LESSOR hereunder shall be overdue and unpaid, then LESSOR may, at its option, (but LESSOR shall not be required to) appropriate and apply any portion of said Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of LESSEE to keep and perform all of the terms, covenants and conditions of this Lease, then at its option, the LESSOR may appropriate and apply said entire Security Deposit or as much thereof as may be necessary to compensate LESSOR for all loss or damage sustained or suffered by LESSOR due to such breach on the part of LESSEE. Should the entire Security Deposit or any portion thereof be appropriated and applied by LESSOR for payment of overdue rent or other sum due and payable to LESSOR by LESSEE hereunder, then LESSEE shall, upon written demand of LESSOR, forthwith remit to LESSOR a sufficient amount in cash to restore said Security Deposit to the amount then applicable and LESSEE'S failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should LESSEE comply with all of said terms, covenants and conditions and promptly pay all of the rent herein provided for as it falls due, and all other sums payable by LESSEE to LESSOR, the said Security Deposit shall be returned in full to LESSEE at the end of the term of this Lease or upon earlier termination of this Lease under the provisions of Paragraph K, hereof. In no event, however, shall the said Security Deposit be returned to LESSEE until the demised premises are vacated and possession delivered to LESSOR. Any and all security given by LESSEE to secure the faithful performance of all or any of the covenants of this Lease on the part of LESSEE may be transferred by LESSOR and such security may be delivered as such by LESSOR to the purchaser of the reversion, in the event the reversion be sold, and thereupon, LESSOR shall be discharged from any further liability in reference thereto.

UTILITIES

C. In addition to the rents herein reserved, LESSEE agrees to furnish and pay promptly for all gas and electricity supplied to the demised premises. Further, LESSEE shall pay for sewer and water provided by LESSOR which shall be billed to LESSEE by LESSOR, or by LESSOR'S agent. All janitorial services for the premises demised to LESSEE shall be provided by LESSEE at LESSEE'S sole cost and expense.

INSURANCE

D. Prior to the commencement of the term of this Lease, LESSEE shall procure and maintain in full force and effect at all times during the term hereof or any extension hereto, or during any holdover period. bodily injury liability insurance, with limits of not less than $100,000.00 per person and $300,000.00 per occurrence, and property damage insurance with a limit of not less than $25,000.00. All policies shall specifically include as an additional insured, LESSOR, its Directors, Officers, Agents, Representatives and Employees, jointly and severally, while acting in such capacity, and shall insure against all liability for injury or death to any person or persons or damage to property arising during the term of

Lease, and all of said liability insurance shall specifically insure the performance by LESSEE of the indemnity agreement contained in Paragraph L hereinbelow. LESSEE shall upon the commencement of the term of this Lease, deliver to LESSOR the certificate or certificates of an insurance carrier or carriers showing the existence of such insurance, and such certificate or certificates shall contain a provision that the insurance coverage will not be cancelled nor the principal amount thereof reduced, without thirty (30) days prior written notice thereof, to LESSOR, by Registered Mail or personal service. At least thirty (30) days prior to the expiration of any such insurance policy or policies, a certificate or certificates showing that such insurance coverage has been renewed or extended shall be delivered to LESSOR. All of the insurance provided for under this paragraph and all renewals thereof shall be issued by such good, responsible and standard companies and in such form as is approved by LESSOR. Upon the issuance, each such policy or duplicate or certificate thereof shall be delivered to LESSOR for retention by it.

DELIVERY OF POSSESSION

E. In the event of the inability of LESSOR to deliver possession of the premises at the time of the commencement of the term of this Lease, neither LESSOR nor its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event LESSEE shall not be liable for any rent until such time as LESSOR can deliver possession.

NOTICE OF SURRENDER

F. LESSEE shall, at least thirty (30) days before the last day of the term hereof, or any extension thereto, give to LESSOR a written notice of intention to surrender the premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of LESSOR to any holding over by LESSEE.

SURRENDER OF PREMISES

G. LESSEE agrees to surrender the premises at the termination of the tenancy herein created in the same condition as herein agreed they have been received, reasonable use and wear thereof and damage by the Act of God or by the elements excepted. Upon the surrender of the premises, either at the expiration of the term or otherwise, LESSEE agrees to remove all rubbish from the premises, and if not so removed by LESSEE, LESSOR may have the same removed at LESSEE'S expense.

ENTRY AND INSPECTION

H. LESSEE will permit LESSOR and its agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting owner's reversion, or to make alterations or additions to the premises or to any other portion of the building in which the premises are situated, without any rebate of rent to LESSEE for any loss of occupancy or quiet enjoyment of the premises, or damage, injury or inconvenience thereby occasioned, and will permit LESSOR at any time within thirty (30) days prior to the expiration of this Lease to place upon the premises any usual or ordinary "To Let" or "To Lease" signs, and to bring upon the premises, for purposes of inspection or display, prospective tenants or purchasers thereof.

USES PROHIBITED

I. The premises shall not be used except for the purposes specified in Paragraph 3 of the Lease Agreement. LESSEE shall, at all times during the term hereof, or any extensions thereto or during any holdover period, actively use the premises for those purposes, and shall not at any time leave the premises vacant without the prior written consent of LESSOR, and LESSEE agrees at all times during the term hereof to continue the operation of LESSEE'S business on the premises ~~and to keep the premises open for business during all of each and every business day~~. LESSEE shall not do or permit anything to be done in or about the premises, or sell, bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted, or promulgated by any public authority, or allow any sales by auction upon the said premises, or use, or allow the premises to be used, for any improper, immoral, unlawful or objectionable purpose, or place any loads upon the floor, walls or ceilings which endanger the structure, or obstruct the sidewalks or passageways in front of, within or adjacent to the premises, or commit, or suffer to be committed, any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises are located, or which may disturb the quiet enjoyment of any person or persons, whether in or out of said building, or which may disturb the quiet enjoyment of the Riverbend Shopping Plaza. Without limiting the

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generality of the foregoing, LESSEE will not commit or create, or suffer to be committed or created, upon the said premises any nuisance due to the emanation of obnoxious odors, gas, noise, smoke or vibration; and no materials, supplies, products or any substance delivered to or from or used in connection with the said premises or the conduct of said business shall be stored or allowed to accumulate on the sidewalks, public passageways and public parking areas, and all loading and unloading of said items shall be done without hinderance or obstruction to other tenants or to the public.

REPAIRS

J. LESSEE has examined and inspected and knows the condition of the premises and every part thereof, and has received same in good order and repair and accepts the same in their present condition. LESSEE, at LESSEE'S sole cost and expense, shall maintain the premises, and every part thereof, in as good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein including plumbing, ~~heating installations, electrical wiring~~ and toilet facilities including the lavatory and water closet, and LESSEE shall be responsible for the proper operating condition of the said lavatory, water faucets, water closet, flushing mechanism and other appurtenances within the demised premises. Any clogging or stoppage of the sewer line or the water closet which occurs within the demised premises shall be corrected and repaired by LESSEE at LESSEE'S sole cost. Further, LESSEE waives the benefits of the provisions of subsection 1 of Section 1932 and of Sections 1941 and 1942 of the Civil Code of California and all right to make repairs at the expense of LESSOR provided within Section 1942 of that Code.

J.J. INITIAL

LESSEE agrees to replace immediately, at LESSEE'S cost and expense, all plate glass windows and skylights broken or destroyed by accident or act of third parties or by LESSEE'S agents or employees. LESSEE shall obtain insurance for glass breakage under the provisions of Paragraph D, above. In the event any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the premises or any part thereof, either voluntarily by LESSEE or under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of LESSEE, and only with the written consent of LESSOR first obtained by LESSEE; and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the premises, except removable furniture and trade fixtures shall become part of the realty and be the property of LESSOR, and shall remain upon and be surrendered with the premises. LESSEE, in making any alterations, additions or repairs in or to the said premises, or any part thereof at any time during the term of this Lease shall save the LESSOR harmless from any liability therefor or in connection therewith; and in connection with the making of such alterations, additions or repairs, LESSEE shall post such notices of non-responsibility as required by law and which will protect the LESSOR from responsibility for said alterations, additions or repairs, and as well protect said premises from liens for work performed or materials furnished in connection with the said alterations, additions or repairs. In the event that LESSEE employs any person or persons to make said alterations, repairs or additions, in or to said premises or any part thereof, LESSEE shall fully insure all such employees under the terms and as required by the Workmen's Compensation Act and as required by all other laws of the State of California.

J.J. INITIAL

LESSEE further agrees that he shall not bring, maintain or keep dogs, cats or other animals upon, in front of, within or adjacent to the demised premises nor permit same by others entering the premises by permission of the LESSEE. Any violation of this provision or failure of performance of the agreements in this paragraph on the part of LESSEE to be kept and performed shall be deemed a material breach of this Lease.

DESTRUCTION OF PREMISES

K. If, by fire, flood, explosion, earthquake, public enemy, riot, civil commotion, or Act of God, the premises, during the term, shall be:

(1) Destroyed, this Lease shall cease and terminate.

(2) Damaged in excess of forty (40) percent, this Lease, at the option of LESSEE or LESSOR, to be exercised by notice to ~~LESSEE~~ the other party in writing, shall cease and terminate;

J.J. INITIAL

(In the event of either such termination this Lease shall be of no further force or effect, except for rents due or covenants broken, and LESSEE within ten (10) days from such destruction or termination, shall surrender the premises and remove therefrom.)

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neither LESSEE nor

(3) Damaged to an extent less than forty (40) percent (or in excess of forty (40) percent and LESSOR shall not exercise its option to terminate this Lease). LESSOR shall repair the premises with due diligence, and this Lease shall continue in full force and effect, subject only to a reduction in rental from the date of such damage and until the repairs have been completed. The reduction in rental shall be based on the proportion which the floor area damaged (excluding damage caused by water used in extinguishing fire) bears to the total floor area of the premises.

The term "destroyed" as used herein shall be construed to mean the destruction of the safe, tenantable use or occupancy of the entire building in which the premises are located or of that portion thereof hereby leased. The term "damaged in excess of forty (40) percent" shall be construed to mean such damage to such building, or to that portion hereby leased (excluding damage caused solely by water used in extinguishing fire) as will require an expenditure in excess of forty (40) percent of the market value (prior to the damage) of the building, or that portion thereof hereby leased, in order to make repairs.

In the event that any dispute shall arise between the parties as to whether the premises have been either destroyed or damaged in excess of forty (40) percent or as to the proportion of the floor area damaged within the meaning of the foregoing paragraph, such dispute shall be decided by two arbitrators, to be appointed one by LESSOR and one by LESSEE. If such arbitrators cannot agree within ten (10) days, they shall appoint a third arbitrator. The decision of any two of such arbitrators or if no two can agree then of the third arbitrator alone shall be final. If either party fail to appoint his arbitrator within five (5) days after notice requiring him to do so, the arbitrator appointed by the other party shall be deemed to be appointed by and shall act for both parties and his decision shall be final. All appointments, decisions and notices required hereby shall be in writing. Each party shall pay the expenses of the arbitrator appointed by him, and all other expenses of the arbitration shall be borne by both parties equally.

The provisions of Subdivision 2 of Section 1932 of the California Civil Code, and of Subdivision 4 of Section 1933 of that Code, shall not apply to this Lease, and LESSEE waives the benefit of such provisions.

HOLD HARMLESS

L. The LESSOR shall not be liable to LESSEE or to any other person or persons whomsoever for any injury or death to persons or damage to property occurring in or upon the demised premises or the sidewalks or curbs adjacent thereto from any source or for any reason whatsoever, and without limiting the generality of the foregoing whether caused by water leakage of any character from the roof, sidewalls, or any other portion of the premises or whether caused or occasioned by theft, fire, earthquake, riot, act of war, or the bursting, leaking or overflow of water or waste pipes, tanks, drains, or from electricity, gas or gasoline, oil, chemicals, combustibles and explosion or from any cause whatsoever; the LESSEE agrees to exercise all reasonable and necessary care and diligence in the use of demised premises and all activities conducted thereon and will protect, indemnify and save the LESSOR harmless from any liability to any person or persons for bodily injury or death or for damage to or destruction of property arising in or about the building or said premises or any part thereof, or in or about the sidewalks and curbs adjacent thereto or in and about the entrances to and exits from said premises, whether said liability shall be due to or caused by the act, neglect, fault or omission of any duty with respect to the same by LESSEE or to the act, neglect, fault or omission of any duty with respect to the same by any of LESSEE'S employees, sub-tenants, guests, patrons, visitors, members of the public or any other person.

SUB-SIDEWALK AREA

M. The area, if any, directly under sidewalks or driveways included in the premises shall be subject to all prior rights and easements of the city and county wherein situated, and any tax or rental which may hereafter be imposed by the city and county for the use or occupation of such area shall be borne and paid by LESSEE, in addition to the rental herein reserved. In the event that LESSEE shall be ousted by such city and county from any of the portions of the premises described in this paragraph, such ouster shall not constitute a breach of this lease nor be held to be an eviction by LESSOR, but this lease shall continue in full force and effect.

EXCLUSIVE RESERVATIONS

N. LESSOR reserves unto itself the exclusive right to the roof, and to all exterior walls of the premises, and access thereto, and the same are not covered by this Lease, and LESSEE agrees that no signs, advertisements or notices whatsoever shall be inscribed, painted, affixed or displayed on, to or in any part of the outside or inside of said walls or on the roof, of the premises, nor on the outside or inside of the glass windows or doors, without the written consent of LESSOR. Any signs so placed on the premises shall be so placed upon the understanding and agreement that LESSEE will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by LESSEE then LESSOR may have same so removed at LESSEE'S expense. Any violation of or non-compliance with this provision shall be deemed a material breach of this Lease.

During the term hereby created and any renewals or extensions thereto, the LESSOR reserves to itself, its successors and assigns, the exclusive right to all of the parking area in the shopping center of which the demised premises is a part, and without limiting the foregoing generality, LESSOR further reserves to itself, its successors and assigns, the exclusive right to all sidewalks, driveways, pedestrian malls, ingress to and egress from sa parking facilities, light standards and all other common areas in the shopping center which are intended for the use and convenience by the general public.

Further, LESSOR reserves to itself, its successors and assigns, the exclusive right to increase or decrease the number of parking stalls, construct buildings or other structures in or upon the said parking area. relocate entrances to and exits from the said parking area, repair, reconstruct or replace sidewalks, driveways, pedestrian malls, common areas, light standards, and generally do any and all of those things in the areas designated in this Paragraph which LESSOR, in its sole discretion deems to be necessary or desirable, and LESSEE hereby expressly consents to the exclusive rights reserved to LESSOR herein and agrees to save LESSOR harmless from damages resulting from LESSEE'S loss in business or decrease in gross receipts arising out of any acts of LESSOR in or upon said parking area and other designated areas, and LESSEE further agrees that the estate granted herein does not pass with it an implied easement, in favor of LESSEE, for parking for the general public or for access to LESSEE'S business, or an implied easement of exposure of LESSEE'S demised premises to the parking area or public roads, or an implied easement of any nature in said parking area and other areas designated herein.

All of said areas and rights exclusively reserved unto LESSOR in this Paragraph shall also be subject to all prior rights and easements of the County and State wherein said areas are situated, and shall also be subject to all rules, regulations, ordinances and laws which may hereafter be enacted by the County, State or Federal Government or any Agency thereof; and any tax, rental surcharge, or other imposition assessed or placed upon LESSOR by any of the said governmental authorities in connection with the said areas or the use thereof shall be borne ratably and paid by LESSEE in addition to the rental herein reserved. LESSEE'S ratable share of any such tax, rental,surcharge or other imposition shall be determined by the same proportion which the net rentable area of LESSEE'S demised premises bears to the net rentable area of all buildings in the Riverbend Shopping Plaza.

PARKING SPACE SURCHARGES

O. In the event a charge, surcharge, tax, levy or imposition of any nature, hereinafter referred to as "imposition", is imposed upon the LESSOR by the United States Government or any agency thereof, the State of California, its agencies or political sub-divisions, for the use of vehicular parking spaces used in connection with the demised premises or parking spaces assigned to LESSEE for LESSEE'S exclusive or non-exclusive use, then in that event, LESSEE agrees to reimburse LESSOR, as additional rent hereunder, the full amount of any such imposition which LESSOR is required to pay. Said reimbursements shall be paid on the next rental due date after notification by LESSOR to LESSEE of the amount of the said imposition.

DEFAULT AND RE-ENTRY, REMOVAL OF PROPERTY, AND WAIVER OF DAMAGES

P. LESSEE agrees that should LESSEE fail to pay any part of the rental herein reserved or any other sum required by LESSEE to be paid to LESSOR, or should LESSEE default in the performance of any other covenant or conditions on LESSEE'S part herein contained to be kept and performed, LESSOR shall have the right to (1) terminate this lease and LESSEE'S right to possession of the demised premises, in which event, upon such termination, LESSOR shall

have the right to recover from the LESSEE (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination, plus interest at the rate of ten (10) percent per annum; (b) the worth at the time of award of the amount by which the unpaid rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided; plus interest at the rate of ten (10) percent per annum; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided; and (d) any other amount necessary to compensate the LESSOR for all the detriment proximately caused by the LESSEE'S failure to perform LESSEE'S obligations under this lease or which in the ordinary course of things would be likely to result therefrom; or (2) have this lease continue in effect for so long as the LESSOR does not terminate this lease and the LESSEE'S right to possession of the demised premises, in which event the LESSOR shall have the right to enforce all of LESSOR'S rights and remedies under this lease, including the right to recover the rent as it becomes due under this lease. The foregoing remedies of LESSOR shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or as allowed elsewhere in this lease.

~~LESSEE hereby irrevocably appoints LESSOR as agent, and attorney in fact of~~ LESSEE, to enter upon the premises in the event of default by LESSEE in the payment of any rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by LESSEE, and to remove or sell any and all furniture and personal property whatsoever situated upon the premises, and to place such property in storage for the account of and at the expense of LESSEE. In the event that LESSEE shall not remedy a default in the payment of any rent herein reserved or remedy a default in the performance of any term, covenant or condition herein contained to be kept and performed by LESSEE, or if LESSEE shall fail to pay the cost of removal and storage of all such property, LESSOR may sell any or all of such property, at public sale, after storing same for 30 days, in such manner and at such times and places as LESSOR at its sole discretion may deem proper, without notice to LESSEE or any demand upon LESSEE for the payment of any part of such charges or the removal of any such property, and shall apply the proceeds of such sale first to the cost and expenses of such sale, including reasonable attorney's fees actually incurred; second, to the payment of the costs of or charges for removing and storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to the LESSOR from LESSEE under any of the terms hereof, and fourth, the balance, if any, to LESSEE.

LESSEE hereby waives all claim for damages that may be caused by LESSOR'S re-entering and taking possession of the premises or removing and storing furniture and property, as herein provided, and shall save LESSOR harmless from loss, costs, or damages occasioned LESSOR thereby, and no such re-entry shall be considered or construed to be a forcible entry as the same is ~~defined in the Code of Civil Procedure of the State of California.~~

INITIAL

CONDEMNATION

Q. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation, but in such event LESSOR shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all of the demised premises be taken or condemned so that there does not remain a portion susceptible for occupation hereunder this Lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned all compensation awarded upon such condemnation or taking shall go to the LESSOR and LESSEE shall have no claim thereto, whether such compensation is for land taken or damaged, or for any inherent bonus or other value of the Lease itself or any interest in Real Property said Lease creates. LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages to which LESSEE may become entitled during the term by reason of the condemnation of all or a part of the demised premises.

INITIAL

NON-WAIVER OF BREACH

R. LESSOR'S failure to take advantage of any default or breach of covenant on the part of LESSEE shall not be nor be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument, be construed to waive or to lessen the right of LESSOR to insist upon the performance by LESSEE of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

ATTORNEY'S FEES

Initial

S. ~~In case LESSOR shall bring suit to recover any rent due hereunder or for~~ breach of any covenant of this lease, or to recover possession of the premises, and shall recover in the suit, or if LESSEE shall bring any action for any relief against LESSOR declaratory or otherwise, arising out of this lease, and LESSOR shall prevail in such action, LESSEE agrees to pay LESSOR a reasonable attorney's fee which shall be taxed by the court as ~~part of the costs of such action.~~

NOTICES

Initial

T. All notices to be given between the parties hereto shall be in writing and served personally or by depositing the same in the United States mail, postage prepaid, and addressed to LESSOR at its office and to LESSEE at the following address: Director of General Services, County of Yolo, Room 211, Courthouse, Woodland, CA 95695

ASSIGNMENT & SUBLETTING

U. LESSEE may assign this Lease or an interest therein or may also sublet the whole of said premises for the use permitted hereby to an assignee or sublessee, as the case may be, of good moral character and of sound financial responsibility provided the written consent of LESSOR to any such assignment or subletting is first obtained by LESSEE. If, during the term of this Lease, LESSEE requests the written consent of LESSOR to any such assignment or subletting, LESSOR'S consent thereto shall not be unreasonably withheld. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting and any such subsequent assignment or subletting without LESSOR'S consent, which shall not be unreasonably withheld, shall be void and shall at LESSOR'S option terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to LESSEE'S interest by operation of law without the written consent of LESSOR, which consent shall not be unreasonably withheld.

TERMS DEFINED

V. The words "LESSOR" and "LESSEE" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one LESSOR or LESSEE the obligations hereunder imposed upon LESSOR or LESSEE shall be joint and several.

ENTIRE AGREEMENT

W. This lease sets forth all of the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings either oral or written, between LESSOR and LESSEE other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon LESSOR or LESSEE unless reduced to writing and signed by them.

SUBORDINATION OF LEASE

X. LESSEE agrees that this Lease and all rights hereunder is subordinate to the lien of any existing or future mortgage, Deed of Trust, or other voluntary hypothecation arising out of any security instrument duly executed by LESSOR and charged against the land, the demised premises, and the building or any portions thereof which the demised premises are a part.

HEIRS

Y. Subject to the provisions hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties.

TIME

Initial

Z. Time is of the essence of this Lease.

S. If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

INITIAL

If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys fees and costs of suit

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. 81-7

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of November, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	9506

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials and personnel necessary to perform the number and types of inspections, designated below, in accordance with the obligations and specifications set forth in Exhibit 'A' which is attached hereto and incorporated herein by this reference.

INSPECTION TYPE	NUMBER TO BE PERFORMED
A) Structural Fumigation	5
B) Yard, Home, Food Handling Establishments	10
C) Commodity Fumigation	10
C) Greenhouses and Nurseries	
C) Government Agency Treatments	
D) Agricultural	5
E) Miscellaneous Urban Type Treatments	5
F) Dealer Audits	5
TOTAL INSPECTIONS	40

(Continued on page 2)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): COUNTY OF YOLO
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE): X Tuesla J Thompson
TITLE: BUSINESS SERVICE OFFICER	TITLE: Chairman, Board of Supervisors
CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS: P. O. Box 1820, Woodland, Ca 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION	FUND
$ 1,920	SUPP OE&E	GENERAL

UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	378	259	'80	80/81

ADJ. INCREASING ENCUMBRANCE	FUNCTION
$	PEST MGMT./USPE Grant 1-03-400-06-637

ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT
$	State Component

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER — DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall become effective on November 1, 1980, and shall continue in effect until September 30, 1981, unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to the State Coordinator for Urban Structural Pesticide Use Enforcement, California Department of Food and Agriculture, Room A-176, 1220 N Street, Sacramento, California 95814. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to the State Coordinator, in triplicate, invoices for all services performed. The invoices shall be submitted at the end of each calendar quarter commencing January 1, 1981. Each invoice shall itemize all direct costs, administrative costs, and operating overhead expenses incurred by the Contractor in the performance of this agreement. Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

(Continued on page 3)

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after September 30, 1981, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

12. The total amount payable under this agreement shall not exceed $1,920 in accordance with attachment described as "Budget Sheet" and identified as Exhibit A-1 which by this reference is made a part hereof.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination, the Contractor shall not commence work on any new inspections, but shall complete all inspections previously begun, together with all reports.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto as Exhibit 'B' and incorporated herein by this reference.

15. This agreement shall not be considered effective unless signed by both parties.

EXHIBIT A

CONTRACT SPECIFICATIONS FOR STATE-COUNTY ENFORCEMENT GRANT
RELATING TO URBAN/STRUCTURAL PESTICIDE USE ENFORCEMENT

This document is an attachment to, and forms a part of, the Agreement entered into between the State of California and one or more of its counties for Urban/Structural Pesticide Enforcement. This document shall define inspection types. Included in it are inspection specifications, required inspection documentation, inspection follow-up procedures, enforcement action procedures, and the requirements for case development on serious violations. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereafter "DFA," the county agricultural commissioners of those counties participating in the State-County Urban/Structural Pesticide Use Enforcement Grant, hereafter "CAC," the Structural Pest Control Board, hereafter "SPCB," and the United States Environmental Protection Agency, hereafter "EPA."

ARTICLE I. INSPECTIONS

Section 1.01. "Inspection" includes not only the initial inspection but any follow-up inspections that may be necessary to achieve compliance.

Section 1.02. There are the following inspection types:

"A" Structural fumigation - this includes all residential or structural fumigations.

"B" Yard, home, food handling - this includes all structural pest control operators (Branch 2) and agricultural pest control operators (residential category) working under these licenses.

"C" Commodity fumigation - this includes all fumigation of commodities.

Greenhouse and nursery - this includes all pesticide activities in greenhouses or nurseries located in an urban environment.

Governmental agency treatment - this includes all pesticide activities of federal, state, county, and local governmental agencies including school districts, park and recreation districts, etc.

"D" Agricultural - this includes rural agriculture.

"E" Miscellaneous - this includes all other urban pesticide activities (i.e., private golf courses, cemetaries, etc.).

"F" Dealer Audits - this includes all types of licensed pesticide dealers.

All further references to specific inspection types shall be by the above alphabetic letter designation.

ARTICLE II. INSPECTION SPECIFICATIONS

Section 2.01. Urban/Structural pesticide use enforcement inspections will be carried out by the CAC and/or his properly certified staff. These inspections will monitor pesticide applications for compliance with state laws and regulations including the following:

A) Verification of proper and valid licensing or certification, county registration, and pesticide use permits.

B) Compliance with registered labeling (pest, commodity, site, dosage, application methods and equipment, safety and detection equipment, etc.). All violations of FIFRA must be documented according to DFA guidelines and a photograph of the actual label or the actual pesticide label from the container must be included with the inspection report.

C) Maintaining pest control equipment in good repair and safe operating condition (including adequate tarping during fumigation operations).

D) Use of devices to weigh or measure concentrate materials shall be calibrated to the smallest unit in which material is being weighed or measured.

E) Maintaining a uniform mixture at all times, both in operating rigs and service rigs.

F) Performing all pest control under climatic and environmental conditions which are suitable to ensure proper applications of materials minimizing the hazards of pesticide drift onto persons, animals, or other non-target areas.

G) Applying a pesticide onto a property only with the consent of the owner or person in possession of the property.

H) Giving warnings adequate to advise the person in charge of the property to be treated of the nature of the pesticide and any precautions to be observed.

I) Using an air gap separation or health department approved backflow prevention device for pesticide equipment that draws water from a public source.

J) Labeling of service containers.

K) Name and address appearing on equipment used for mixing or applying pesticides. (Fumigators may have "Fumigation Division" or similar wording and license number rather than name and address.)

Section 2.02. Where appropriate inspections shall also include a check for compliance with DFA regulations concerning storage, transportation, and disposal of pesticides and their containers.

Section 2.03. If the pesticide application is for an agricultural use (golf course, park, cemetery, roadside, power line right-of-way, nursery, or school yard) the following additional items should be inspected for compliance:

A) If a recommendation was given was it:

1) Given by a licensed adviser or qualified person exempt from licensing.

2) Given in writing and complete.

3) In compliance with the registered labeling.

B) Is the person who sold the pesticide licensed as a pesticide dealer.

C) Are worker safety regulations being followed in situations where employees mix, load, apply, store, or otherwise handle pesticides.

Section 2.04. Inspections should also verify compliance to SPCB laws and regulations. Some of these include:

A) Notification to local fire departments of structural fumigations.

B) Proper posting of treated areas.

C) Urban/structural reentry times.

ARTICLE III. INSPECTION DOCUMENTATION

Section 3.01. During application inspections the items covered under Article II and any additional applicable areas shall be documented on a form used during the inspection. The forms to be used shall be the DFA provided form for inspections of categories A and B. All other inspections shall be done on DFA form 33-021 or a county developed form approved by the State Coordinator.

Section 3.02. The DFA will provide training to the counties concerned with the use of the inspection form to document findings. The main purpose of this training will be to make county biologists aware of items to be looking for during inspections that are not spelled out on the inspection form.

Section 3.03. If it becomes apparent during the contract period that the inspection documentation form is not adequate, a revised inspection form may be developed. The development of a revised form shall be carried out by the DFA, with input and suggestions from CAC's.

Section 3.04. Whenever a violation is found during an inspection, the violation shall be documented on the inspection form. The inspection form used shall also indicate whether or not a follow-up inspection is required or if the violation was brought into compliance during the inspection.

Section 3.05. The DFA shall be forwarded a clear, readable copy of each inspection report, and any notices of violation issued. Agricultural inspections (Type "D") of article I must consist of an application and mixer-loader inspection. A photo of the pesticide(s) label must also be submitted if a label violation is indicated.

ARTICLE IV. INSPECTION FOLLOW-UP PROCEDURE

Section 4.01. When a violation is noted during an inspection, it may be brought into compliance during the inspection. However, the inspection report shall indicate that such a violation was noted and that it was brought into compliance. When violations occur which cannot feasibly be corrected during the inspection, the biologist shall require correction of such a violation by a given correction date which shall be indicated on the inspection report. A documented follow-up inspection shall be made shortly after the correction date to verify whether or not compliance has been achieved. If the follow-up inspection shows continued noncompliance, appropriate enforcement action shall be taken.

ARTICLE V. ENFORCEMENT ACTION PROCEDURES

Section 5.01. Enforcement action will be taken by the CAC, DFA, or the EPA as appropriate for any violation of label requirements or other pesticide use laws or regulations. Violations of FIFRA will be sent to EPA for their review. If a violation is determined to be a high-level episode, EPA will be involved as provided in the Cooperative Agreement between the State of California Department of Food and Agriculture, the California Agricultural Commissioners' Association, and the United States Environmental Protection Agency, Region IX.

Section 5.02. The enforcement guidelines section of DFA's Pesticide Management Manual should be consulted to determine appropriate enforcement for violations found.

ARTICLE VI. CASE DEVELOPMENT ON SERIOUS VIOLATIONS

Section 6.01. Serious violations include violations which pose a serious or imminent health hazard, high-level episodes, or violations which have not been brought into compliance after two follow-up inspections. The DFA shall provide training to counties on case development for such serious violations. The CAC shall take the lead role in developing a case file for such violations. The DFA and EPA may also be involved if appropriate.

ARTICLE VII. AGENCY RESPONSIBILITY

Section 7.01. The DFA shall have the following obligations and responsibilities:

A) In cooperation with EPA take a lead role in providing training to CAC enforcement personnel. Training may be given in group seminars as well as individually during inspections. Training will consist of a review of what is expected on each inspection, subsequent documentation, follow-up, enforcement actions, and case development on serious violations.

B) Provide inspection form for all inspections of categories A and B.

C) Participate in periodic meetings with CAC to review inspections, violations, documentation of these, and appropriateness of enforcement actions.

D) Provide assistance as needed to the CAC's for development of cases on serious or continued violations.

E) Tabulate county reports and provide a quarterly report to EPA summarizing inspection statistics. Included in this summary shall be:

1) Total number and types of inspections.

2) Compliance levels.

3) Any additional information that is found useful to accurately summarize inspection activities.

F) State Coordinator shall participate in monthly meetings with EPA to review the past month's violations, appropriateness of enforcement actions, and sufficiency of evidence.

Section 7.02. The CAC shall have the following obligations and responsibilities:

A) Send biologists and if necessary any supervisory or clerical personnel to training seminars put on by DFA which involve urban/structural pesticide use enforcement. Such seminars may be held outside of their county.

B) Send biologists and/or supervisory personnel to periodic meetings as outlined under DFA responsibilities. These meetings may also be held outside of their county.

C) Perform the minimum number and type of inspections (Type A-E) agreed upon in the contract. The number of inspections designated for a given county includes any follow-up inspections that become necessary. These inspections shall be comprehensive, documented, and followed up with appropriate enforcement action pursuant to the specifications stated in the text of this contract.

D) Submit to the State Coordinator within seven working days after the first of each month a brief narrative statement reviewing the past month's accomplishments, problems, enforcement actions, and questions. No statistics need be included as DFA will tabulate inspection data.

E) Permit joint inspection activities with DFA. Such joint inspections will be to provide in-field training for individual biologists.

F) Inspections of Type A and B shall be submitted to DFA on DFA provided form.

G) A copy of all inspection reports and weekly summary sheet shall be sent to county's State Field Supervisor by Wednesday of the following week. An estimation of the time required to complete each investigation shall be included on weekly reports. The hour (or fraction thereof) recorded shall include travel to and from the inspection site, follow-up time, and time required by the inspector/biologist to complete the necessary paperwork.

Section 7.03. Pursuant to Pesticide Enforcement Grant, the EPA shall have the following obligations and responsibilities:

A) Assist DFA in providing training to CAC as may be needed.

B) Participate in as many meetings with DFA and CAC as possible. These meetings will be to review inspections, violations, documentation of these, and appropriateness of enforcement actions.

C) Participate in monthly meetings with DFA.

D) In cooperation with DFA and CAC participate in investigations of high-level episodes as provided for in the cooperative agreement referred to in Article V, Section 5.01.

ARTICLE VIII. JOINT RESPONSIBILITIES

Section 8.01. No inspections under this grant will be done by EPA or DFA, except in cooperation with the CAC in the particular county of investigation.

Section 8.02. If the funding, scope of inspections, number of inspections, or authority of participants changes during the contract period, such changes shall be put in writing and agreed upon by those participants affected prior to putting such changes into effect.

Section 8.03. If legal action prevents the County Agricultural Commissioners or the State from completing one or more specific categories of inspections, the State, with EPA approval, may reapportion the number of inspections among the remaining categories so that the total number of inspections called for in this contract will not change.

ARTICLE IX. CONCLUSION

Section 9.01. This document, Exhibit A to the State-County Enforcement Grant Agreement, consists of nine articles including this article. No changes or additions shall be made to this document except as provided in the Grant Agreement.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

Exhibit A-1

YOLO COUNTY DEPARTMENT OF AGRICULTURE

URBAN-STRUCTURAL BUDGET COSTS

Specifications

Contract Time - November 1, 1980, to September 30, 1981
Work Days Available - 229
Number of Inspections Required - 40

		Number of Required Insp.
A.	Structural Fumigation	5
B.	Yard, Home, Food Handling Establishments	10
C.	Commodity Fumigation	10
C.	Greenhouses and Nurseries	
C.	Government Agency Treatments	
D.	Agricultural	5
E.	Miscellaneous Urban Type Treatments	5
F.	Dealer Audits	5
	TOTAL INSPECTIONS	

Personnel Involved

Deputy Agricultural Commissioner - 1
Agricultural Biologist - 2
Specialist Clerk - 1

Time Involved

40 Inspections X 2 hours per inspection = 80 hours

TOTAL MAN HOURS 80 hours

* County Costs

40 Inspections X 2 hours per inspection X $24.00 per hour =

TOTAL CONTRACT EXPENDITURES $1,920

* County Costs Include:

Labor	Training
Supervision	Employee Benefits
Clerical	Mileage

BK

MODIFICATION #

AGREEMENT No. 81-8

REQUEST FOR MODIFICATION TO CONTRACT # 80-344 REQUEST DATE 12/16/80

CETA TITLE: IV YETP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Yolo County Superintendent of Schools MOD # 002

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 2,261 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of the modification is to shift funds between the financial and non-financial agreements, to reallocate funds within the financial agreement, and to increase enrollments to effectively utilize the funds available.

MODIFICATION

The attached Operating Budget, Enrollment and Termination Plan, and Non-financial Agreement supercede those currently in the contract.

JAN 26 1981

PETER McNAMEE, Clerk
By Anna M. Galvan
DEPUTY

$19,137
New grant total and fixed price

Signature of program operator

1-21-81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of authorized officer JAN 6 - 1981
Date

10/01/80
Effective date of modification

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS
Yolo County Office of Education
175 Walnut Street
Woodland, CA 95695

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	3275			1700	650
Staff Salaries	275				
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids	3000			1700	650
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	15,862		378	1457	3233
Staff Salaries	7034		378	1024	1024
Staff Fringe Benefits	2490			383	383
Staff Travel	850		0	50	150
Special Program Technical Assistance					
Space Cost					
Supplies	200				100
Telephone	170				110
Transportation	4000				500
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment	1118				966
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	19,137		378	3157	3883

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (NETP ONLY)

OPERATING BUDGET

CONTRACT NO._____

SUBGRANTEE'S NAME AND ADDRESS
Yolo County Office of Education
175 Walnut Street
Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
650	275						
	275						
650							
2649	2497	2447	2447	754			
1024	1024	1024	1024	512			
383	383	383	383	192			
150	150	150	150	50			
50	50						
15	15	15	15				
875	875	875	875				
152							
3299	2772	2447	2447	754			

YC 104g (revised 10/79)

Subgrantee's Name and Address

Yolo County Office of Education
175 Walnut Street
Woodland, CA 95695

Phone (916) 666-8421

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 11/3/80 To 5/29/81

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Vocational Aid	1024	100	6.87	7034		7034						7034	
TOTAL				7034		7034						7034	

JBGRANTEE NAME AND ADDRESS

Yolo County Office of Education

175 Walnut Street

Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 11/3/80 To 5/29/81

Contract No.

	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
POSITION OF TRAVELING STAFF	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Vocational Aid	157	27	.20		850					850
TOTALS					850					850

Yolo County Office of Education
175 Walnut St.
Woodland, CA 95695
PHONE (916) 666-8421

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION
CETA OPERATING BUDGET
Equipmont Schedule
Period From 11/3/80 To 5/29/81 Contract No.

OFFICE EQUIPMENT

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Four drawer file cabinet	For office use by Vocational Aid in preparing and calculating all forms and reports for this program.		130.00
1	Typewriter			372.00
1	Typewriter stand			85.00
1	Calculator/Adding Machine			65.00
	TOTAL			652.00

SUBGRANTEE NAME AND ADDRESS

Yolo County Office of Education

175 Walnut St.

Woodland, CA 95695

PHONE (916) 666-8421

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 11/3/80 To 5/29/81 Contract No.

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Desk	For office use by Vocational Aid	321.00	321.00
1	Secretarial Chair		145.00	145.00
	TOTAL			466.00

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: YETP - Yolo County Office of Education	[ ] Original	[X] Revision #
Fiscal Year: 1980-81	Date 12/11/80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	0	0	19	19	20	22	24	24	24	24	24	24
B. Total Enrollments by Month.....	0	0	19	0	1	2	2	0	0	0	0	0
1. New Enrollment.....	0	0	19	0	1	2	2	0	0	0	0	0
2. Title and Subpart Transfers....	0	0	0	0	0	0	0	0	0	0	0	0
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..	0	0	0	0	0	0	0	0	0	0	0	0
C. Total Cumulative Terminations	0	0	0	0	1	1	1	2	2	2	2	2
D. Total Terminations by Month.....					1			1				
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....								1				
a. School.....								1				
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....					1							
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	0	0	19	19	19	21	23	22	22	22	22	22

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: YETP - Yolo County Office of Educ.	[ ] Original	[X] Revision #	
Fiscal Year: 1980-81	Date: 12/11/80	Annual Plan Mod. #	

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		0	0	19	19	20	22	24	24	24	24	24	24
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	68			13		14	15	17					
B. Female	32			6		6	7	7					
C. 19 and Under	100			19		20	22	24					
D. 20 - 21													
E. 22 - 44													
F. 45 - 54													
G. 55 and Over													
H. White-not Hispanic	26			5		5	6	6					
I. Black-not Hispanic													
J. Hispanic	68			13		14	15	17					
K. American Indian													
L. Asian-Pacific Islander	6			1		1	1	1					
III. Target Groups													
A. Handicapped	100%			19		20	22	24					
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

NON-FINANCIAL AGREEMENT

TITLE IV YOUTH EMPLOYMENT AND TRAINING PROGRAM

The Yolo County Manpower Division agrees to make all direct payments to participant in the Yolo County Superintendent of Schools - Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $25,685. The financial portion of this Agreement, which is that amount of funds subgranted to the Yolo County Superintendent of Schools is $19,137. The total funds available to the Yolo County Superintendent of Schools and its YETP participants is therefore $44,822.

Yolo County Superintendent of Schools	COUNTY OF YOLO, PRIME SPONSOR
(Legal Name of Subgrantee)	
Jack J Potter	X Tunzla J Thompson
(Signature of Authorized Officer)	(Signature of Authorized Officer)
Supt	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
January 21, 1981	JAN 6 - 1981
(Date)	(Date)

SUBGRANTEE NAME AND ADDRESS

Yolo County Office of Education
175 Walnut Street
Woodland, CA 95695

CETA - - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 11/3/80 TO 5/29/81

☐ YCCIP (WORK EXPERIENCE)
☐ YUTP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Classroom Training	6	15	1.6	144	3.10	446	
Classroom Training	23	10-15	20	5157	3.35	17,276	
Vocational Exploration	19	10	1	190	3.35	637	
Work Experience	13	10	14	1670	3.35	5595	
SUB-TOTAL						23,954	
PHASE IN/OUT/ABSENTEEISM %							
TOTAL						23,954	

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II YETP

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO.

DATE 12/11/80

Subgrantee Name and Address:
Yolo County Office of Education
175 Walnut Street
Woodland, CA 95695

Contact Person: Tom Kearns
Phone (916) 666-8421
Period: From 11/3/80 To 5/29/81
Program Name: YETP - Yolo County Office of Education

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.							378		378
DEC.							3157		3157
JAN.							3883		3883
FEB.							3799		3799
MAR.							3772		3772
APR.							2447		2447
MAY							2447		2447
JUNE							754		754
JULY									
AUG.									
SEPT.									
TOTAL							19,137		19,137

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.						378		378
DEC.					1700	1457		3157
JAN.					650	3233		3883
FEB.					650	2649		3799
MAR.					275	2497		3772
APR.						2447		2447
MAY						2447		2447
JUNE						754		754
JULY								
AUG.								
SEPT.								
TOTAL					3,275	15,862		19,137

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date

MODIFICATION #

AGREEMENT NO. 81 - 9

REQUEST FOR MODIFICATION TO CONTRACT # 80-345 REQUEST DATE 12-16-80

CETA TITLE: Title YETP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Washington Unified School District - YETP Program MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [X] Increased by $ 9,537 [ ] Decreased by $

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of the modification is to add funds to both the financial and non-financial portions of the Agreement and to change attachments to the contract to reflect increased expenditures and enrollments. The statement of work to be performed is also amended to delete references to a specific type of academic credit.

MODIFICATION

The attached Statement of Work to be Performed, Operating Budget, Enrollment and Termination Plan, and Nonfinancial Agreement supersede those currently in the contract.

FEB - 4 1981

PETER McNAMEE, Clerk
By ANNA M. CALVAN
DEPUTY

$37,537
New grant total and fixed price

Elvin P. Randall Jr. 20,1981
Signature of program operator Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Sandra J. Thompson JAN 6 - 1981
Signature of authorized officer Date

October 1, 1980
Effective date of modification

STATEMENT OF WORK TO BE PERFORMED

A. Purpose of the Youth Employment Training Program

Participation in the Youth Employment and Training Program (YETP) will provide an opportunity for young adults to gain work skills and experience necessary for entry level jobs. The enrollees will also benefit as a result of being provided an opportunity to work at a paid position which will supplement the low level income which is characteristic of all participants.

The program will serve economically disadvantaged youth, 16-21 years of age, who reside in Yolo County. These youth must be enrolled in the Washington Unified School District high schools, River City or Yolo, and meet the income criteria guidelines.

The opportunity to work in a gainful occupation will be very beneficial for the self concept of the young workers. The majority of the enrollees would not have an opportunity to work if this program were not made available through the Comprehensive Employment and Training Act of 1978. Not only must the opportunities for employment be provided but also support activities in the form of career guidance, job-related instruction, shared supervision with the employer, and the careful job station selection must be utilized to ensure success of the program. These will help to make the activity more than just a temporary part-time job for disadvantaged young adults.

B. Recruitment, Intake Assessment

The Prime Sponsor will perform outreach, intake and eligibility determinations on youth interested in participating in the program. The Prime Sponsor will also administer an indepth assessment of each youth found eligible for program participation. The Prime Sponsor will ensure these services will be accessable to all interested students.

Washington Unified School District will encourage the total high school staffs (administrators, counselors, teachers and classified personnel) to assist interested students obtain information, application forms, and interviews with YETP staff. The Board of Education will encourage the inservicing of the total high school staffs in order for the District Youth Employment and Training Program to be readily accessible to qualified in-school youth.

C. Basic Program Operation

After students' eligibility are determined, each student will have a basic educational work plan developed for the first six weeks. This plan will identify the required educational components, work site assignment, the students' present career/vocational aspirations and other related data.

The students' progress during the first six weeks will be reviewed for possible changes of work sites, need for particular vocational skills training, progress in classroom and work site, particular counseling needs, and students' desire to explore any particular careers.

After the first six weeks, the program will focus on acquisition of needed vocational skills, more challenging experiences and more opportunity to explore careers outside the classroom environment. As time passes, the students will be expected to assume more of a role in preparing themselves for the private sector employment and/or advanced vocational training and gaining competencies to make this possible.

Work sites are to provide actual laboratory experience into the world of work as a learning experience and not just a place to earn money.

The curriculum design is to provide flexibility to meet student needs and prepare them to enter the private employment sector or advanced vocational training with confidence and their own self developed career goals. Consequently, the learning experiences are not planned as a traditional classroom approach to education. A variety of transition services will be provided as part of the education program for which high school credit will be awarded.

The core of the classroom activities relate to preparing youth for adult employment preparedness and with flexibility to meet particular individual student needs. The YETP staff will attempt to match students to work sites based on students' interests. If it is determined that the work site and student do not match, a change can be made if it is determined that it is in the best interest of both parties. Some change is always allowable, but not to be abused. Each request will carefully evaluated.

Often job sites may not provide enough opportunity to gain entry level skill and job knowledge alone. When it is determined that more experiences are needed than a work station can provide, an intensive vocational training class will be developed to provide training and knowledge related to the career area in which the students are working. An example would be where office workers need improved skills and knowledge more than their work sites provide, then a special clerical skills class can be developed for a period of two to six weeks. In developing these special vocational training sessions, the work site supervisors will be encouraged to identify the particular training needed by the YETP workers.

The educational component has also built in flexibility to provide many varied methods of assisting students to develop, strengthen and expand their educational and career goals.

Important documentation to ensure that students will have relevant work experience placement will include the following:

1. Entry assessment which will include students' entry career and educational goals.

2. Work experience agreement between work site sponsor, the student and his/her parent, indicating what students would be expected to learn at the work site.

3. Monitoring of students' educational activities with emphasis on students' career and educational goals.

4. The opportunity for students to explore careers unavailable through public or private work sites (when allowable) through an educational contractual arrangement.

5. Most importantly, the evaluation process at the end of the program will among many concerns, seek to determine how much influence this program has helped to strengthen the youth's career and educational goals.

The following educational methods may be used in the YETP program:

1. Specialized vocational training. A special class established to teach particular skills and knowledge that the work sites do not provide or to overcome weakness in vocational skills needed to perform successfully at the work sites that improve entry level skill performance - usually a short intensive training period (2 weeks to a month in duration).

2. Individualized career exploration contract. Whenever a student desires to explore a career indepth over a considerable time, an educational contract will be developed between the student, the career sponsor, and the YETP staff. This contract will identify the length of time involved, what the student will be expected to learn (quantity) and how the students' learning will be evaluated (quality). The contract and evaluation will document the students' learning process.

3. Educational alternative. If it is determined that the course work and/or work experience are not suitable for the YETP participants' educational and career goals and the participant has demonstrated sufficient maturity to learn independently, educational alternatives are available. Enrollment in an ROP course or college vocational training courses may be substituted for the YETP classroom activities.

4. EUREKA. This refers to activities revolving around a computerized career counseling data system. It provides assessment of interests related to occupations, career research, advanced training opportunities from ROP through four years universities. The responses are personalized to the students' request through a computer print-out immediately accessable to the YETP participants.

D. Academic Credit

YETP students will be enrolled as work experience education students and may receive credit up to a maximum of 10 units of credit per semester and graded according to the growth and effort in the related instruction class work and actual work experience.

E. Planned Parental and/or Family Participation

It will be the goal of the YETP to reach over 90% of the parents or families of the participants. All families or parents with whom the participants are residing will be contracted about the program. Meetings, large or small, at school, in the community or homes will be conducted during the first month of the program. We firmly believe that parental and family support for the YETP is very important.

F. Knowledge Development

1. Academic progress

As the YETP participants are in-school students, any general weakness in basic educational skills which hamper the participants success in the classroom activities or at the work site will be identified. The YETP will work closely with the school staff to refer to any particular basic skills weakness so that their teachers can work with them. Basic educational skills are the school staff's primary concerns. The YETP staff will offer assistance, if requested.

It is essential to develop good coordination and communication between the high school staffs and the YETP staffs to help the students' academic growth in order to enable each student to strengthen his/her career and educational potential.

2. Attendance improvement

Attendance of the participants will be closely monitored for school attendance and YETP attendance. A built-in rule will be the YETP participants must attend school on a regular basis in order to remain in the YETP. Poor school attendance weakens the educational success of a youth. Allowing a student to maintain a poor attendance record in school and continue to remain the the YETP would reinforce a poor work habit and may encourage other students to develop poor work habits.

Procedures would be to make all new participants understand that poor school and/or YETP attendance will be grounds for being dropped from YETP. First infractions will require an automatic counseling and formal warning. If the program persists, the student will be dropped from YETP.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: YETP

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO.

DATE December 10, 1980

Subgrantee Name and Address:
Washington Unified School District
930 West Acres Road
West Sacramento, California 95691

Contact Person: Ed Crandall
Phone 371-9300
Period: From 10/1/1980 To 09/30/81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.	695						1450		2145
DEC.	515						1390		1905
JAN.	1110						7273		8768
FEB.	795						4288		5083
MAR.	595						3276		3871
APR.	595						3273		3868
MAY	795						3243		4038
JUNE	839						2060		2899
JULY	-0-						-0-		-0-
AUG.	815						1400		2215
SEPT.	615						2130		2745
TOTAL	7369						29783		37537

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.	695				60	1390		2145
DEC.	515				-0-	1390		1905
JAN.	1110				5198	2460		8768
FEB.	795				1828	2460		5083
MAR.	595				816	2460		3871
APR.	595				813	2460		3868
MAY	795				783	2460		4038
JUNE	839				-0-	2060		2899
JULY	-0-				-0-	-0-		-0-
AUG.	815					1400		2215
SEPT.	615				70	2060		2745
TOTAL	7369				9568	20600		37537

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Ed Crandall, Vocational Education Specialist
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date

YC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 West Acres Road
West Sacramento, California 95691

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	1554		155	155	155
SALARIES & WAGES	4000		360	280	360
FRINGE BENEFITS	-0-				
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING	800		40	40	40
Mileage Reimbursement	400		40	40	40
Out-of-Town Travel/Training	400				
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	400		40	40	40
Office Supplies	400		40	40	40
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT	615		100		515
Office Equipment	100		100		
Office Furniture & Fixtures	515				515
TOTAL	7369		695	515	1110

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 West Acres Road
West Sacramento, California 95691

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
155	155	155	155	159		155	155
360	360	360	360	600		600	360
240	40	40	240	40		40	40
40	40	40	40	40		40	40
200			200				
40	40	40	40	40		20	60
40	40	40	40	40		20	60
795	595	595	795	839		815	615

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS
Washington Unified School District
930 West Acres Road
West Sacramento, California 95691

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	9568		60	-0-	5198
Staff Salaries	1000		60	-0-	180
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance	3168				633
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	2000				1500
Telephone					
Books & Educational Aids	2015				1500
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment	1385				1385
Unclassified Training Cost					
SERVICES	20600		1390	1390	2460
Staff Salaries	14000		930	930	1600
Staff Fringe Benefits	4000		400	400	400
Staff Travel	600		60	60	60
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation	2000				400
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	30168		1450	1390	7658

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District
930 West Acres Road
West Sacramento, California 95691

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
1828	816	813	783	-0-			70
180	180	180	150	-0-			70
633	636	633	633				
500							
515							
2460	2460	2460	2460	2060		1400	2060
1600	1600	1600	1600	1600		940	1600
400	400	400	400	400		400	400
60	60	60	60	60		60	60
400	400	400	400				
4288	3276	3273	3243	2060		1400	2130

YC 104g (revised 10/79)

Subgrantee's Name and Address

Washington Unified School District
930 West Acres Road
West Sacramento, California 95691
Contact Person: Ed Crandall
Phone 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10/01/80 To 09/30/81

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Project Director	500	2 hr. a day	10	5000	-0-	5000	4000	1000	1000				
Youth Employment Specialist	930	100%	10	9300	Included X	9300		9300				9300	
Clerk Typist	4700	100%	6	4700	Included X	4700		4700				4700	
Fringe Costs for													
Youth Employment Specialist	400	100%		4000		4000		4000				4000	
TOTAL				23000		23000	4000	19000	1000			18000	

X-Included in salary as School District Employee.

SUBGRANTEE NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, CA 95691

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From 10-01-80 To 09-29-81

Contract No.

YETP

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Project Director	50	40	.20	400	-	2	30	60	60	
Youth Employment Specialist	75	40	.20		600	2	25	60		60
TOTALS				400	600			120	60	60

SUBGRANTEE NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, CA 95691

PHONE (916) 361-8677

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-01-80 To 09-30-81 Contract No.

YETP

OFFICE EQUIPMENT

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
4	Space Dividers - Screens	To divide classroom and office	$ 85.00 (each)	$ 340.00
1	Typing Stand/Business Machine	Stand for typewriter and calcutator	175.00	175.00
	TOTAL			$ 515.00

SUBGRANTEE NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

PHONE 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10/01/80 To 09/30/81 Contract No. _____

YETP

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Calculator (Memory)	Calculation of reports & budgets	$ 100.00	$ 100.00
	TOTAL			$ 100.00

SUBGRANTEE NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

PHONE 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10/01/80 To 09/30/81 Contract No. _____

YETP

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Filmstrip/Sound Projector	Classroom instruction	$ 350	$ 350
1	Caramate Slide Projector with Sound	Classroom instruction	450	450
1	Slide Projector - Kodak B-2	Classroom instruction	200	200
1	Projector Cart	Classroom instruction	90	90
1	Tape Recorder	Classroom instruction	95	95
1	Projector Screen	Classroom instruction	200	200
	TOTAL			$1,385

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: Washington Unified School District	[ ] Original	[X] Revision # 001
Fiscal Year: 1981	Date 12-12-80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	8	10	26	42	44	44	44	44	X	X	X	44
B. Total Enrollments by Month.....	8	2	16	16	2	0	0	0	X	X	X	
1. New Enrollment.....	0	2	16	16	2							
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	8											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations		2	4	6	8	8	8	8	X	X	X	0
D. Total Terminations by Month.....		2	2	2	2	0	0	0	0	0	0	
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....		2	2	2	2							
a. School.....		2	2	2	2							
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	8	8	22	36	36	36	36	36	X	X	X	35

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: Washington Unified School District	[ ] Original	[X] Revision # 001
Fiscal Year: 1981	Date: 12-12-80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments		8	10	26	42	44	44	44	44	X	X	X	44
II. Significant Segment Enrollment - Cumulative	100%												
A. Male.....	50	4	5	13	21	22							
B. Female.....	50	4	5	13	21	22							
C. 19 and Under.....	90	7	9	23	38	40							
D. 20 - 21.....	10	1	4	3	4	4							
E. 22 - 44.....													
F. 45 - 54.....													
G. 55 and Over.....													
H. White-not Hispanic....	44	3	4	11	18	19							
I. Black-not Hispanic....	6	1	1	2	3	3							
J. Hispanic.....	44	3	4	11	18	19							
K. American Indian.....	6	1	1	2	3	3							
L. Asian-Pacific Islander	-												
III. Target Groups													
A. Sophomore	20	2	2	5	8	9							
B. Juniors	60	5	6	16	25	26							
C. Seniors	20	2	2	5	8	9							
D. Handicapped	15	1	2	4	6	7							
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Washington Unified School District Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $69,720. The financial portion of this Agreement, which is that amount of funds subgranted to the Washington Unified School District is $37,537. The total funds available to Washington Unified School District and its YETP participants is therefore $107,257.

Washington Unified School District	County of Yolo, Prime Sponsor
(Legal Name of Subgrantee)	
Allen B. Randall	X Temple J. Thompson
(Signature of Authorized Officer)	(Signature of Authorized Officer)
Vocational Educational Specialist	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
January 20, 1981	JAN 6 - 1981
(Date)	(Date)

Washington Unified School District

YETP PROGRAM

Participant Wages, Allowances, & Fringe Costs

Month	Allowance	Wages	Fringe	Total
November	435	1,742	303	2,480
December		2,177	303	2,480
January	1,900	7,606	1,320	10,826
February	1,900	7,606	1,320	10,826
March	1,900	7,606	1,320	10,826
April	1,900	7,606	1,320	10,826
May	1,900	7,606	1,320	10,826
June				
July				
August				
September	1,866	7,467	1,297	10,630
	11,801	49,416	8,503	69,720

BK

MODIFICATION

#

AGREEMENT NO. 81 - 10

REQUEST FOR MODIFICATION TO CONTRACT # 80-346 REQUEST DATE 12-16-80

CETA TITLE: Title YETP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Winters Joint Unified School District - YETP Program MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ [X] Decreased by $ 3,664

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to move funds budgeted for summer activities out of the agreement with the intent of providing these funds under Title IV SYEP when they become available.

MODIFICATION

The attached Operating Budget and Nonfinancial Agreement supercede those currently in the contract.

FILED

FEB 18 1981

PETER McNAMEE, Clerk
By Anna M. Galvan
DEPUTY

$4,568
New grant total and fixed price

John R. Gray
Signature of program operator

1/23/81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Temple J. Thompson JAN 6 - 1981
Signature of Authorized Officer Date

October 1, 1980
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV YETP

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE December 12, 1980

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Winters, California 95694

Contact Person: Frank Pignataro
Phone 795-4588
Period: From 10-01-80 To 09-30-81
Program Name: CETA IV - YETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	187						241		428
NOV.	187						239		426
DEC.	187						239		426
JAN.	187						239		426
FEB.	187						239		426
MAR.	187						241		428
APR.	187						248		435
MAY	187						249		436
JUNE	187						-0-		187
JULY	187						-0-		187
AUG.	187						-0-		187
SEPT.	187						389		576
TOTAL	2,244						2,324		4,568

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	187				241			428
NOV.	187				239			426
DEC.	187				239			426
JAN.	187				239			426
FEB.	187				239			426
MAR.	187				241			428
APR.	187				248			435
MAY	187				249			436
JUNE	187				-0-			187
JULY	187				-0-			187
AUG.	187				-0-			187
SEPT.	187				389			576
TOTAL	2,244				2,324			4,568

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date

CETA Director — Date

YC 105 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, California 95694

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	1908	159	159	159	159
FRINGE BENEFITS	336	28	28	28	28
FICA	36	3	3	3	3
Workers' Compensation	36	3	3	3	3
Retirement					
Health & Life Insurance	252	21	21	21	21
Unemployment Compensation Insurance	12	1	1	1	1
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	2244	187	187	187	187

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, California 95694

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
159	159	159	159	159	159	159	159
28	28	28	28	28	28	28	28
3	3	3	3	3	3	3	3
3	3	3	3	3	3	3	3
21	21	21	21	21	21	21	21
1	1	1	1	1	1	1	1
187	187	187	187	187	187	187	187

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, California 95694

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	2324	241	239	239	239
Staff Salaries	1423	157	157	157	157
Staff Fringe Benefits	27	3	3	3	3
Staff Travel	94	12	10	10	10
Special Program Technical Assistance	202	19	19	19	19
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	578	50	50	50	50
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	2324	241	239	239	239

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YOUTH ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, California

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
239	241	248	249				389
157	157	157	157				167
3	3	3	3				3
10	10	10	10				12
19	21	21	21				44
50	50	57	58				163
239	241	248	249				389

YC 104g (revised 10/79)

Subgrantee's Name and Address

Winters Joint Unified School District
47 Main Street
Winters, California 95694
Contact Person: Frank Pignataro
Phone 795-4588

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10-01-80 To 09-30-81

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Supervising Teacher		12.5	10	1,474				1,474					
Administration (Pignatard)		5.0	12	1,346			1,346						
Administration (Lundsford)		5.0	12	559			559						
TOTAL				3,379			1,905	1,474					

SUBGRANTEE NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, California 95694

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10/01/80 To 09/30/81

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Supervising Teacher	15	38	.17		97					
TOTALS					97					

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Winters Joint Unified School District Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $41,521. The financial portion of this Agreement, which is that amount of funds subgranted to the Winters Joint Unified School District is $4,568. The total funds available to Winters Joint Unified School District and its YETP participants is therefore $46,089.

	County of Yolo, Prime Sponsor
(Legal Name of Subgrantee)	
John R. Key	X Twyla J. Thompson
(Signature of Authorized Officer)	(Signature of Authorized Officer)
	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
(Date)	(Date)

SUBGRANTEE NAME AND ADDRESS

Winters Joint Unified School District
47 Main Street
Winters, California 95694

CETA - Title IV YETP- OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 10/01/80 TO 09/30/81

YCCIP (WORK EXPERIENCE)
YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Participant Payments 10- 1-80 to 12-31-80	16	20	12	3,840	3.10 wage + .38 fringe	11,904 1,459	13,363
1- 1-80 to 5-30-81	16	20	20	6,400	3.35 wage + .41 fringe	21,440 2,624	24,064
8-24-81 to 9-30-81	16	20	6	1,920	3.35 wage + .41 fringe	6,432 787	7,219
SUB-TOTAL							44,646
PHASE IN/OUT/ABSENTEEISM % 7%							(3,125)
TOTAL							41,521

RECEIVED FEB 9 1981

MODIFICATION

AGREEMENT No. 81 - 11

REQUEST FOR MODIFICATION TO CONTRACT # 80-347 REQUEST DATE 12-15-80

CETA TITLE: IV YETP CORRESPONDS TO ANNUAL PLAN MOD # 001

PROGRAM NAME: Woodland Joint Unified School District - YETP MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $____ [X] Decreased by $ 623

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The general intent of this modification is to increase funds available to the subgrantee and program participants and to reflect program changes brought about by the overall increase in funds.

MODIFICATION

The attached Operating Budget, Enrollment and Termination Plan, and Nonfinancial Agreement supercede those currently in the contract.

FILED

FEB 13 1981

PETER McNAMEE, Clerk

By Anna M. Calvo

DEPUTY

$32,549

New grant total and fixed price

Signature of program operator 2/6/81

Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer JAN 6 - 1981 Date

October 1, 1980

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: YETP

CONTRACT NO.

[ ] ORIGINAL [X] REVISION NO.

DATE December 10, 1980

Subgrantee Name and Address:
WJUSD - Woodland High School
21 North West Street
Woodland, California 95695

Contact Person: Clancy Duppong
Phone 662-4678
Period: From 10/01/80 To 09/30/81
Program Name: Woodland YETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	689						2654		3343
NOV.	689						2654		3343
DEC.	689						2654		3343
JAN.	1139						2879		4018
FEB.	689						2232		2921
MAR.	689						2232		2921
APR.	689						2232		2921
MAY	689						2232		2921
JUNE	678						477		1155
JULY	678						-0-		678
AUG.	678						1392		2070
SEPT.	683						2232		2915
TOTAL	8679						23870		32549

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	689				794	1860		3343
NOV.	689				794	1860		3343
DEC.	689				794	1860		3343
JAN.	1139				794	2085		4018
FEB.	689				794	1438		2921
MAR.	689				794	1438		2921
APR.	689				794	1438		2921
MAY	689				794	1438		2921
JUNE	678				236	241		1155
JULY	678				-0-	-0-		678
AUG.	678				-0-	1392		2070
SEPT.	683				794	1438		2915
TOTAL	8679				7382	16488		32549

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer — Date

CETA Director — Date

YC 105 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School
21 North West Street
Woodland, California 95695

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	981	82	82	82	82
SALARIES & WAGES	5904	492	492	492	492
FRINGE BENEFITS	1244	104	104	104	104
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	100	11	11	11	11
Office Supplies	100	11	11	11	11
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT	450				450
Office Equipment	225				225
Office Furniture & Fixtures	225				225
TOTAL	8679	689	689	689	1139

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School
21 North West Street
Woodland, California 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
82	82	82	82	82	82	82	79
492	492	492	492	492	492	492	492
104	104	104	104	104	104	104	100

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	7382	794	794	794	794
Staff Salaries	6000	645	645	645	645
Staff Fringe Benefits	1082	117	117	117	117
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	300	32	32	32	32
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	16488	1860	1860	1860	2085
Staff Salaries	10231	1006	1006	1006	1006
Staff Fringe Benefits	3447	338	338	338	338
Staff Travel	483	48	48	48	48
Special Program Technical Assistance					
Space Cost					
Supplies	1300	275	275	275	275
Telephone	802	193	193	193	193
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment	225				225
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	23870	2654	2654	2654	2879

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
794	794	794	794	236			794
645	645	645	645	195			645
117	117	117	117	29			117
32	32	32	32	12			32
1438	1438	1438	1438	241		1392	1438
1006	1006	1006	1006	171		1006	1006
338	338	338	338	67		338	338
48	48	48	48	3		48	48
40	40	40	40				40
6	6	6	6				6
2232	2232	2232	2232	477	-0-	1392	2232

YC 104g (revised 10/79)

SUBGRANTEE NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

PHONE 662-4678

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10/01/80 To 09/30/81 Contract No.

OFFICE EQUIPMENT

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
2	4 Drawer File Cabinets	Student Records	$ 225	$ 450
	TOTAL			$ 450

SUBGRANTEE NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

PHONE 662-4678

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRAION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10/01/80 To 09/30/81 Contract No. _____

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Printing Calculator	Preparation of Statistics & Vouchers	$ 225	$ 225
	TOTAL			$ 225

Subgrantee's Name and Address

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

Contact Person: Clancy Duppong

Phone

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10/01/80 To 09/30/81

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Co-ordinator	218	1 hr. @ day	12	2616		2616	2616						
Secretary	745	3/8	11	3288		3288	3288						
Youth Specialist	1000	2/3	12	8000		8000		8000				8000	
Teacher Aide - Reading	600	100%	10	6000		6000		6000	6000				
Workshop Instructors	N/A	N/A	N/A	2231		2231		2231				2231	
TOTAL				22135		22135	5904	16231	6000			10231	

SUBGRANTEE NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10/01/80 To 09/30/81

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL ADMIN.	TOTAL NON-ADMIN.	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
Youth Supervisor	51	23.5	.20		240					240
Youth Supervisor	42	17	.20		143					167
Job Placer/Workshop Personnel	125	4	.20		100					100
TOTALS					483					483

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title _____

Program: WJUSD - Woodland High School	[ ] Original	[X] Revision # 001
Fiscal Year: 1981	Date 12-15-80	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	26	28	29	30	46	48	48	48	51	51	51	71
B. Total Enrollments by Month.....	26	2	1	1	16	2	-	-	2	-	-	20
1. New Enrollment.....	5	-	-	-	14	-	-	-	-	-	-	20
2. Title and Subpart Transfers....	-	2	1	1	2	2	-	-	2	-	-	
3. Carried Over Last Year.....	21											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	0	2	3	4	6	8	8	8	10	10	10	30
D. Total Terminations by Month.....	0	2	1	1	2	2	0	0	2	0	0	20
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....		1	0	1	1	1	0	0	2	0	0	15
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....		1	1	0	1	1	0	0	0	0	0	3
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	26	26	26	26	40	40	40	40	40	40	40	40

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title _____

Program: WJUSD - Woodland High School	[ ] Original	[X] Revision # 001
Fiscal Year: 1981	Date: 12-15-80	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments	100	26	28	29	30	46	48	48	48	51	51	51	71
II. Significant Segment Enrollment - Cumulative	100%												
A. Male.....	50	13	14	14	15	23	24	24	24	25	25	25	35
B. Female.....	50	13	14	15	15	23	24	24	24	26	26	26	36
C. 19 and Under.....	100	26	28	29	30	46	48	48	48	51	51	51	71
D. 20 - 21.....													
E. 22 - 44.....													
F. 45 - 54.....													
G. 55 and Over.....													
H. White-not Hispanic....	27	7	8	8	8	12	13	13	13	14	14	14	19
I. Black-not Hispanic....	4	1	1	1	1	2	2	2	2	2	2	2	3
J. Hispanic.....	65	17	18	19	20	30	31	31	31	33	33	33	46
K. American Indian.....	0	0	0	0	0	0	0	0	0	0	0	0	0
L. Asian-Pacific Islander	4	1	1	1	1	2	2	2	2	2	2	2	3
III. Target Groups													
A. Ex-Offender	8	2	2	2	2	4	4	4	4	4	4	4	6
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Woodland Joint Unified School District's Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portionof this Agreement for a YETP program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $93,251. The financial portion of this Agreement, which is that amount of funds subgranted to the Woodland Joint Unified School District is $32,549. The total funds available to Woodland Joint Unified School District and its YETP participants is therefore $125,800.

	County of Yolo, Prime Sponsor
(Legal Name of Subgrantee)	
(Signature of Authorized Officer)	(Signature of Authorized Officer)
	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
(Date)	(Date)

PARTICIPANT PAYMENT SCHEDULE

Woodland Joint Unified School District

YETP Program

Time Period	# Participants	HRS/WK	Weeks	Wages + Fringes (12.2%)	Total
10-01-80 to 12-31-80	26	20	13	$3.48	$23,524
01-01-80 to 01-31-81	26	20	4	$3.76	$ 7,821
02-01-81 to 05-30-81	40	20	17	$3.76	$51,136
09-01-81 to 09-30-81	40	20	5	$3.76	$15,040
					$97,521
			Absenteeism @ 4.4%		(4,270)
					$93,251

SUBGRANTEE NAME AND ADDRESS

WJUSD - Woodland High School
21 North West Street
Woodland, Califorina 95695

CETA - - OPERATING BUDGET

CONTRACT NO. _____

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM _____ TO _____

[ ] YCCIP (WORK EXPERIENCE)
[X] YCCP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Classroom Training	17	10 6	22 1	220 6 } 226	~~3.35~~ .41(projects)	14,446	14,446
Career Employment Experince	17	10 6	22 1	220 6 } 226	~~3.35~~ .41	14,446	14,446
SUB-TOTAL				452		28,892	28,892
WHASE IN/OUT/AUSENTEEISM %							
TOTAL							

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV YETP

Agreement/ Subgrant No. 81-12

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Davis Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
JUL 16 1981
PETER McNAMEE, Clerk
By _____, Deputy

PROGRAM : Davis Joint Unified School District Youth Employment and Training Program

MAILING ADDRESS : 526 B Street

CITY & STATE : Davis, California 95616 PHONE : 756-3131

PROGRAM DIRECTOR : James E. Burnis

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $11,641.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature James E. Burnis	By Signature X Twyla J. Thompson
Name and Title: James E. Burnis, Associate Superintendent, Business, Davis Joint Unified School District — Date 6/30/81	Name and Title: Twyla J. Thompson, Chairman, Yolo County Board of Supervisors — Date JAN 6 - 1981

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Davis Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of Work to be Performed

(i) Operating Budget

(j) Enrollment and Termination Plan

(k) Non-Financial Agreement

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 11,641, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill i
and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or st
of this Agreement.

(3) If the grant from the U. S. Department of Labor under
Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with su
tional conditions as may be lawfully applied by the U.
Department of Labor to the grant under which this Agre
made. SUBGRANTEE shall not be relieved of liability t
SPONSOR for damages sustained by PRIME SPONSOR by virt
breach of the Agreement by SUBGRANTEE and PRIME SPONSC
withhold any reimbursement to SUBGRANTEE for the purpc
setoff until such time as the exact amount of damages
SPONSOR from SUBGRANTEE is agreed upon or otherwise de

(b) Without Cause

Either party may terminate this SUBGRANT at any time by gi
notice to the other party of such termination and specifyi
effective date thereof, at least 30 days before the effect
such termination. If the SUBGRANT is terminated as provid
SUBGRANTEE will be paid an amount which bears the same ratio to
compensation as the service actually performed bears to th
services of SUBGRANTEE covered by this SUBGRANT, less paym
compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remain
SUBGRANT shall not be affected thereby, if such remainder woulc
continue to conform to terms and requirements of applicable lav

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or re ing from the performance of this Agreement, caused in whole or in par any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an indepen contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitl to any benefits available to employees of PRIME SPONSOR. That P SPONSOR is not required to make any deductions from the compensa payable to SUBGRANTEE under the provision of this Agreement; tha as an independent contractor, SUBGRANTEE thereby holds PRIME SPO harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreemen

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is su to the control or direction of PRIME SPONSOR merely as to the re to be accomplished by the services herein agreed to be rendered performed and not as to the means and methods for accomplishing result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be emplo by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement be governed by the provisions of 41 CFR 29-70.215 and SUBGRANT shall be subject to the obligations of "GRANTEE", as defined i CFR §29-70.102 (a), set forth therein, and between PRIME SPONS and SUBGRANTEE, PRIME SPONSOR shall have all the rights of gra agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life i grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the progr in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property snall comply with 41 CFR §29.70.215-7 a copy to which attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retai by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of thi SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANT may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRAN and apply it to the costs of the project. If the project is not tinued beyond the expiration date of this SUBGRANT, the condition part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of thi

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 81-12 .

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson

(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Davis Joint Unified School District

(Legal Name of SUBGRANTEE)

James E. Burns

(Signature of Authorized Officer)

James E. Burnis
Associate Superintendent, Business

_____ 19____

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 29-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Davis Joint Unified School District

Name of Subgrantee

James E. Burnis

Authorized Signature

James E. Burnis
Associate Superintendent, Business

June 30, 1981

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

June 30 1981
(Date)

James E. Burnis
(Signature of Authorized Officer)

James E. Burnis
Associate Superintendent, Business
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR. County Administrative Officer	BETSY A. MARCHAND Chairman Yolo County Board of Supervisors
Date:_____	Date:_____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer . required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment 1).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS

FROM: YCETA AFFIRMATIVE ACTION OFFICER

SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.

2. That you submit an Affirmative Action Plan for your staff and program participants.

3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Leo Masson, AM RESPONSIBLE FOR

Davis Joint Unified School District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Leo Masson

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

I. Davis Senior High School Component

A. Activities

The planned activities for this District's 1981 YETP program will be to continue the classroom training format presented in past programs which emphasized instruction in developing basic job search techniques, entry level job skills and career planning and decision making. In addition, this District will assume the role formally provided by MOVE, which was to establish work slots, supervise and evaluate students for the Work Experience component of the program.

Program planning, development and preparatory activities will begin in December, 1980. Student participation will begin and continue during the Spring, 1981 semester. It is expected that a summer program will be offered similar to that of the program operated during the summer of 1980, which emphasized broadening the student's knowledge of the working community through actual contact with persons working in business and industry.

Classroom Training

1. Project Discovery, a career education unit designed and revised by Davis personnel will continue to be used as a base for career education activities. It is designed to help students to examine their aptitudes, interests, values, life-styles, life goals, career interests and educational goals and match these to general and/or specific career goals.

   Instructional methods include group discussion, guest speakers, field trips and use of a wide assortment of career-related A-V materials available in the Career Center at Davis High School.

   Four career tests/surveys will be used to serve as a base for career exploration activities to take place in the Project Discovery unit. They are:

   a. The World of Work

   b. Hall Occupational Orientation Inventory

   c. California Occupational Preference Survey

   d. Coopersmith Self-Esteem Inventory

   The Coopersmith Self-Esteem Inventory results will be used primarily by the person conducting the classroom training to identify student's self-esteem. Built into Project Discovery are activities related to building student's self-esteem and positive attitude toward the work ethic.

2. CCUBE (Common Core Units in Business Education) are used for the vocational skills training and job search techniques component. While some units involve group discussion and viewing of A-V materials, most units are individual learning activity packages designed to build compentency in basic skills needed to acquire and hold an entry-level job. Some units are: Math, Oral Communication, Written Communication, Making Instructions Work, Telephone Techniques, Calculator Operation and Job Application.

3. It is anticipated that there will be students who were a part of the program during 1980 and who will re-enroll. Those students will confer with their Counselor and person in charge of the YETP instructional program and select electives from the regular Davis High School curriculum or ROP offerings and have these (two) courses identified as their classroom training component.

Work Experience

While this District has operated a Work Experience Program for many years, this will be the first year the District will provide the service of job placement, supervision and work-performance evaluation for YETP.

It will be the plan to assign the person performing the classroom instruction the additional responsibilities for the students' Work Experience. It is expected that the person to be assigned will have little experience in Work Experience; therefore, "lead time" will be provided to receive inservice from Manpower and the Davis Work Experience Department. Included in this lead time will be time to locate and establish job slots so students will be able to begin classroom instruction and Work Experience concurrently.

Returning students will have an advantage in job placement not only because of their experience, but because of their identified areas of career interests discovered in the 1980 program. Every effort will be made to secure a job slot for them that relates to their career interest.

It is hoped that enough job slots will be identified by the time the students enroll so that new students will have a choice of location. For most of the new students, this will be their first job; therefore, emphasis on the Work Experience will be on learning to perform in a working environment and coping with a life-style that includes work as part of a daily routine.

The person in charge of the instructional program and Work Experience will make a minimum of 3 visitations to job sites every nine weeks and discuss either in class or individually problems students have had on the job site.

B. Academic Credit

The YETP program will consist of 2 hours per day of classroom training and 2 hours per day of Work Experience. Successful completion of the semester's program will enable students to earn 20 credits toward graduation.

C. Coordination and Linkages

This District will coordinate with the Prime Sponsor in the following areas in the following ways:

1. Three weeks prior to the beginning of the YETP the YETP Coordinator employed under this project will begin recruitment activities, using Davis High School as a base of operation. The YETP Coordinator will be under the supervision of a certified secondary teacher/administrator who will be responsible for the overall operation of the program.

   Recruitment activities will be similar to those of past years.

   When the recruitment process begins the YETP Coordinator will contact the person identified by the Prime Sponsor and work with this person to identify and enroll eligible students from Davis High School, King Continuation High School and Handicapped students from Davis High School.

2. Built into the classroom training provided by Project Discovery has been time to discuss relevant matters related to the student's Work Experience. Now that the YETP Coordinator will have contact with students at both the classroom and job site, it is expected that discussions will be more relevant than in the past.

   If it is found that a classroom activity not included in the regular format is needed by a student to increase his/her skills "on'the'job" an experience will be provided at school, if the opportunity is available.

3. It is the desire of this District to extend students' opportunities for working and learning into the Summer of 1981. Exactly how this will be done is not known at this time.

4. It must be understood that the Davis Community is somewhat limited in its ability to provide a wide range of job sites, e.g. there is virtually no heavy industry or manufacturing operations in Davis--which serverely limits a VEP.

   We are fortunate to be in close proximity to the University of California, Davis which can provide a number of job sites relating to service occupations.

This District has a "Career Van", a 7-passenger vehicle which is being used in the 1980 Summer YETP to transport students to Sacramento on field trips to business and industry employing personnel in occupations of interest to our students. In addition, the 1980 field trip program is including visitations to vocational programs offered by Community Colleges in the Davis-Sacramento area. It is expected that this program will be continued during the 1981 program.

It will be a major objective of this District's YETP to take advantage of all possible linkage with both the private and public sectors. At times linkages appear unexpectedly, e.g. in the Spring 1980 program the Bank of America offered a unit relating to banking (check writing, opening accounts, etc.). This led to a visitation to the local Bank of America where careers in banking were seen and discussed.

Knowledge Development

A. Academic Progress

Included in the CCUBE units to be used in this YETP program are units on Math, Spelling, Making Instructions Work (which requires careful reading and verbal explanations) and Written Communication. Most of these units have a pre and post test, and provide activities and instruction designed to improve skills in these areas.

B. Involvement Improvement

It has been the policy of this District's YETP that, "No school, no work". If a student does not attend school, but works on the same day, there will be no pay for either school or work on that day. Any irregular pattern of attendance at YETP or any regular school program results in dismissal from the program.

It has been found that strict adherence to a YETP attendance policy has positively affected students' overall attendance record at school and work.

A. Activities

Classroom training

Present King High graduation requirements include the completion of a unit in Career Education. The person employed is to be responsible for the instructional component of King High YETP reviews, the Career Education Unit materials and curriculum which are available and develop an adoptable written curriculum guide especially designed for use for students who are now or will be eligible for YETP. A King High Career Education Curriculum Guide will begin to be developed during the pre-program activities and completed by June 6, 1981. In the interim, King High School will be given at least career counseling by the person hired under the grant.

The goals which will be emphasized in the Curriculum Guide will be:

10th grade: Self Awareness, Attitude Development, Career Awareness

11th grade: Career Orientation, Career Exploration

12th grade: Career Preparation

This grade-level sequence is based on the assumption that King students arrive as sophomores and attend until graduation, King High, however, allows entry at any grade level, 10-12; therefore, a special unit will be prepared especially for juniors and seniors.

The Career Unit will be designed for YETP participants to spend 2 hours per week to complete the activities.

Work Experience

The Work Experience component of this project will be administrated in the same manner as previously described, with the exception that King High students will be provided with job slots for 4 hours per day, 5 days per week.

B. Academic Credit

King High students are now required to complete a Career Education unit for graduation. For this they receive 5 credits. It is expected that, depending on the acceptance and success by students and staff of the articulation plan that the requirement be increased or additional credits be allowed for students who elect to participate in more than one year of Career Education.

Activity	Responsibility	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
1. Recruitment and selection of YETP Coordinator	Project Director & Davis Staff												
2. YETP Coordinator on duty	YETP Coord.												
3. Inservice training for YETP Coord.	Prime Sponsor Project Dir. Davis Staff												
4. Participant recruitment and selection	Prime Sponsor YETP Coord.												
5. Development of job slots for participants													
6. Planning classroom training program	YETP Coord.												
7. Placement of participants into appropriate work stations at 2 hours/day	YETP Coord.												
8. Classroom training for YETP participants	YETP Coord.												
9. Interest and Aptitude Assessment	Prime Sponsor												
10. Planning for Summer 1981 YETP program	Project Dir. YETP Coord. Prime Sponsor												

ACTIVITIES AND TIMELINES

Activity	Responsibility	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
KING HIGH SCHOOL COMPONENT													
1. The time line for items 1-10 will be the same for King High.													
2. Preparation of King Career Education Guide													
3. Printing of King High Career Education Guide													

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV YEPT

CONTRACT NO.

[X] ORGINAL [ ] REVISION NO.

DATE December 15, 1980

Subgrantee Name and Address:
Davis Joint Unified School District
526 B Street
Davis, California 95616

Contact Person: Don Dashner
Phone 756-3131
Period: From 01/01/80 To 09/30/81
Program Name: YETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.	604						2115		2719
JAN.	603						2115		2718
FEB.	603						1465		2068
MAR.	603						1465		2068
APR.	603						1465		2068
MAY									
JUNE									
JULY									
AUG.									
SEPT.									
TOTAL	3016						8625		11641

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.	604				1095	1020		2719
JAN.	603				1095	1020		2718
FEB.	603				645	820		2068
MAR.	603				645	820		2068
APR.	603				645	820		2068
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL	3016				4125	4500		11641

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

James E. Burnis
Associate Superintendent, Business
Name and Title of Authorized Official

James E. Burnis
Signature

For CETA Approval Only:

Fiscal Officer — Date

CETA Director — Date

YC 106 (10-79)

SUBGRANTEE'S NAME AND ADDRESS

Davis Jo . Unified School District
526 B Street
Davis, California 95616

OPERATING BUDGET
CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	1116			224	223
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance	1000			200	200
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies	500			100	100
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment	400			80	80
Office Furniture & Fixtures					
TOTAL	3016			604	603

ADMINISTRATION

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joi. Unified School District
526 B Street
Davis, California 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
223	223	223					
200	200	200					
100	100	100					
80	80	80					
603	603	603					

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, California 95616

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	4125			1095	1095
Staff Salaries	2500			500	500
Staff Fringe Benefits	725			145	145
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids	900			450	450
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	4500			1020	1020
Staff Salaries	2500			500	500
Staff Fringe Benefits	725			145	145
Staff Travel	800			160	160
Special Program Technical Assistance					
Space Cost					
Supplies	400			200	200
Telephone	75			15	15
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	8625			2115	2115

YC 104g (revised 10/79)

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)

OPERATING BUDGET

CONTRACT NO._____

SUBGRANTEE'S NAME AND ADDRESS

Davis Joint Unified School District

526 B Street

Davis, California 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
645	645	645					
500	500	500					
145	145	145					
820	820	820					
500	500	500					
145	145	145					
160	160	160					
15	15	15					
1465	1465	1465					

YC 104g (revised 10/79)

Subgrantee's Name and Address

Davis Joint Unified School District
526 B Street
Davis, California 95616
Contact Person: Don Dashner
Phone 756-3131

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 12/01/80 To 09/30/81

Contract No.

Title/Subtitle

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA-TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
YETP Coordinator	1000	100%	5	5000		5000		5000					
Fringe Benefits	29%	-	5	1450		1450		1450					
TOTAL				6450		6450		6450					

SUBGRANTEE NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, California 95616

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From 12/01/80 To 09/30/81

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE REIMBURSEMENT					OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
YETP Coordinator	190	20	.21		800					
TOTALS					800					

ENROLLMENT AND TERMINATION PL...

Monthly Schedule

Title IV YETP

Program: DJUSD - YETP	[X] Original	[ ] Revision #
Fiscal Year: FY 81	Date 12-15-80	Annual Plan Mod. # 001

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments					30	31	32	33	34	34	34	60
B. Total Enrollments by Month.....					30	1	1	1	1	0	0	26
1. New Enrollment.....					30	1	1	1	1	0	0	26
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)..					0	1	2	3	4	4	4	30
C. Total Cumulative Terminations					0	1	1	1	1	0	0	26
D. Total Terminations by Month.....												6
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....						1	0	1	0	0	0	10
a. School.....												8
b. Other Manpower.....												2
c. Non-placement Objective Completed.....												
4. Other.....							1	0	1	0	0	10
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)					30	30	30	30	30	30	30	30

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: DJUSD - YETP	[X] Original	[ ] Revision #
Fiscal Year: FY 81	Date: 12-15-80	Annual Plan Mod. #001

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments					0	30	31	32	33	34	34	34	60
II. Significant Segment Enrollment - Cumulative	100%												
A. Male	50				0	15	15	16	16	17	17	17	30
B. Female	50				0	15	16	16	17	17	17	17	30
C. 19 and Under	100				0	30	31	32	33	34	34	34	60
D. 20 - 21													
E. 22 - 44													
F. 45 - 54													
G. 55 and Over													
H. White-not Hispanic	63				0	19	19	20	21	21	21	21	38
I. Black-not Hispanic	5				0	2	2	2	2	2	2	2	3
J. Hispanic	32				0	9	10	10	10	11	11	11	19
K. American Indian	0				0	0	0	0	0	0	0	0	0
L, Asian-Pacific Islander	0				0	0	0	0	0	0	0	0	0
III. Target Groups													
A. Handicapped	37				0	11	11	11	12	13	13	13	22
B.													
C.													
D.													
E.													
F.													
G.													
H.													
I.													
J.													
K.													
L.													

NON-FINANCIAL AGREEMENT

TITLE IV YOUTH EMPLOYMENT AND TRAINING PROGRAM

The Yolo County Manpower Division agrees to make all direct payments to participants in the Davis Joint Unified School District - Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this agreement as calculated on the attached participant payment schedule is $38,578. The financial portion of this Agreement, which is that amount of funds subgranted to the Davis Joint Unified School District is $11,641. The total funds available to Davis Joint Unified School District and its YETP participants is therefore $50,219.

Davis Joint Unified School District	COUNTY OF YOLO, PRIME SPONSOR
(Legal Name of Subgrantee)	
James E. Burnis	X Gerald J. Thompson
(Signature of Authorized Officer)	(Signature of Authorized Officer)
James E. Burnis Associate Superintendent, Business	Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)	(Title of Authorized Officer)
June 30, 1981	JAN 6 - 1981
(Date)	(Date)

SUBGRANTEE NAME AND ADDRESS

Davis Joint Unified School District
526 B Street
Davis, California 95616

CETA -Title VI YETP - OPERATING BUDGET

CONTRACT NO.

PARTICIPANTS PAYMENT SCHEDULE

PERIOD FROM 12/01/80 TO 09/30/81

☐ YCCIP (WORK EXPERIENCE)
☐ YETP (TRAINING)

TRAINING CLASSIFICATION	TOTAL PARTIC.	HRS. PER WEEK	NO. OF WEEKS	TOTAL HOURS	RATE PER HOUR	TOTAL AMOUNT	FEDERAL SHARE
Participants 02/01/80 to 06/12/80	30	20	18	10800	3.76	40,608	40,608
SUB-TOTAL							40,608
WAGE IN/OUT/ABSENTEEISM % 5							(2,030)
TOTAL							38,578

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

AGREEMENT NO. [redacted]13

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GENERAL
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 19th day of December, 19 80, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C.322

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department, California State Office of Economic Opportunity	7901-0566

hereafter called the State or CSOEO, and Economic Opportunity Commission of Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 6

That agreement pertaining to a Low-Income Weatherization Program, entered into on July 15, 1979 and amended September 1, 1979, December 17, 1979, March 24, 1980, May 1, 1980, and October 1, 1980 is hereby amended as follows:

1. In Article 8, the December 31, 1980 termination date is changed to January 31, 1981.

2. Article 10.D is deleted in its entirety.

APPROVED AS TO FORM
CHARLES P. MACK
COUNTY COUNSEL
By [signature]
DEPUTY COUNTY COUNSEL

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Employment Development Department, California State Office of Economic Opportunity	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Economic Opportunity Commission of Yolo County
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE): X Twyla J. Thompson
TITLE: Director, CSOEO	TITLE: Twyla J. Thompson - Chairman, Yolo County Board of Supervisors
	ADDRESS: 442 College Street, Woodland, CA 95695

Department of General Services Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
$				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	MINOR ITEM ALLOTMENT			
$				

I hereby certify that the amount personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: DATE:

I hereby certify that all conditions for encumbrance of State Administrative Manual are hereby have been complied with and this agreement is exempt from review by the Department of Finance.

SIGNATURE OF DEPARTMENT OF GENERAL SERVICES: DATE:

AGREEMENT NO. 81-14

COUNTY OF YOLO

FILED BRYTE ASSESSMENT DISTRICT NO. 1

Page VI-1

FEB 19 1981

PETER L. NAMEE, Clerk

By Peter E. Lucas
DEPUTY

ITEM VI

CONSTRUCTION CONTRACT

THIS AGREEMENT is made this 6th day of January, 1981,

at Woodland,

State of California, by and between

THE COUNTY OF YOLO, (Owner) and

JAMES M. SYAR, (Contractor):

In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. STATEMENT OF WORK. The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials not furnished by the Owner and shall furnish and pay for all the superintendence, labor, tools, equipment, and transportation and perform all the work required for the construction of all items accepted by the Owner in strict accordance with the Drawings, Specifications, and requirements which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Drawings and Specifications which may hereafter be approved.

2. COMPLETION OF WORK. The Contractor shall commence the work covered by this contract within fifteen (15) calendar days after the date of the notice to proceed and shall complete the same by one hundred (100) working days unless the period for completion is extended as hereinafter provided.

3. CONTRACT PRICE. The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein, $854,660.94 dollars

4. PERFORMANCE AND PAYMENT BOND(S). The Contractor shall within ten days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute this Construction Contract and furnish the Owner with a performance and payment bond or bonds. The bond
* covering performance shall be in the amount of 100 percent of the contract price and conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be a labor and materials bond in the amount
* of 100 percent of the Contract price and conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. Such bond(s) shall also run in favor of any

other person or entities required by law and shall be in the form(s)
* required by applicable statutes, if any, and acceptable to Owner and FmHA. The bond(s) shall be executed by the Contractor and by a corporate surety acceptable to Owner and licensed to transact such business in the State where the Project is to be located. Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the Owner may require another surety, which the Contractor shall furnish within ten calendar days after receipt of written notice to do so.

* 5. MAINTENANCE BOND. A maintenance bond will not be required.

6. LIQUIDATED DAMAGES. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed on or before the date set for completion or any mutually-agreed to extension thereof, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. It is therefore agreed that the Contractor will pay to the Owner liquidated damages in the sum of $ $250.00 per day for each calendar day or portion thereof, of delay beyond the time prescribed to complete the work. The Contractor agrees that any sums that may be due to the Owner as liquidated damages for delay may be deducted from any money due or to become due the Contractor under the contract or may be collected from the Contractor or the Contractor's surety.

7. PAYMENT. Payment shall be made to the Contractor for work performed under this contract for the quantities of work as determined in accordance with sections 19 and 20 of this Item VI. Payment for extra work will be made in accordance with sections 10 and 20 of this Item VI.

8. SERVICE OF NOTICES. All notices required to be given hereunder shall be mailed or delivered in the case of the Owner to Owner's name and address . and in the case of the Contractor to Contractor at the address shown on the proposal.

9. INTENT OF DRAWINGS AND SPECIFICATIONS. The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Representative access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or

mentioned in both. In case of differences between the Drawings and Specifications, the Specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies, or omissions which may exist in the Drawings and Specifications, but shall immediately call them to the attention of the Representative whose interpretation or correction thereof shall be conclusive.

10. EXTRA WORK AND CHANGES. Extra work means work which was not included in the Drawings or Specifications or in any bid Schedule. Extra work does not include any items for which a unit price was stated in the Bid even if the estimated quantity differs from the actual quantity. The Owner, without invalidating the contract, may order extra work or make changes in or deletions from the work and increase or decrease the Contract price accordingly. All such work shall be executed under the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such extra work or change. In giving instructions, the Representative shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless agreed to and recorded on Form FHA 424-7, "Contract Change Order", and no claim for an addition to the contract price shall be valid unless so agreed to and recorded. Before becoming effective, all Change Orders must be signed by all parties indicated on Form FHA 424-7.

The value of such extra work or change shall be determined in one or both of the following ways:

(a) By estimate and acceptance in a lump sum.

(b) By any unit prices named in the contract or subsequently agreed upon.

The contract price shall be adjusted by considering separately any work added and any work deleted. The Contractor agrees that he shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted from the subsequent monthly pay estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

11. CLAIMS FOR EXTRA COST. If the Contractor claims that any changes in the work or any instructions by means of Drawings or otherwise involve extra cost, he shall give the Representative written notice thereof within a reasonable time after receipt of such instructions or notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Representative may direct and shall present such account supported by receipts to the Representative. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

12. LICENSES AND PERMITS. The Owner shall secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances and regulations (Federal, State, or local) which may be applicable to the operations to be conducted hereunder.

13. OTHER WORK. Wherever work being done by the Owner or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Representative to secure the completion of the various portions of the work in general harmony.

14. RESPONSIBILITY OF THE REPRESENTATIVE. The Representative shall have full authority to interpret the Drawings and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the Specifications, all workmanship, equipment, and materials incorporated in the work are to be of the best grade of their respective kinds for the purpose.

It shall be the duty of the Representative to enforce the Specifications in a fair and unbiased manner, although he has the right to waive any term of the Specifications if that term is found to be unreasonable and inconsistent with the general spirit of the Specifications. If a variation from any requirement is allowed, the Representative shall grant the same in writing with the reasons for his action outlined, and such actions will not invalidate or change the Contract in any other manner.

15. WAIVER. It is expressly understood and agreed that any waiver granted by the Representative or the Owner of any term, provision, covenant, or condition of the Contract shall not constitute a precedent nor breach of the same or any other terms, provisions, covenants, or conditions of the Contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or surety under the Contract or otherwise.

16. SUPERINTENDENCE. The Contractor shall constantly superintend all the Work in person or by a responsible agent who shall have in writing full authority to act for him and to carry out all the instructions given by the Representative.

17. LABOR PROVISIONS. The Contractor and his subcontractors shall discharge, whenever ordered to do so by the Representative, any employee who is disorderly or whose conduct in the opinion of the Representative is detrimental to the prosecution of the Work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the Work, and in no event shall any person under the age of eighteen years be employed.

The Work shall at all times be prosecuted under safe working conditions, and the conditions of work shall be subject to inspection and correction by the Representative or safety inspectors of the Owner.

(a) Minimum Wages: The Owner in accordance with the California Labor Code determined that the minimum wages paid on the Project shall not be less than those set forth in the Notice and Instructions to Bidders. Any class of laborers and mechanics (including apprentices) not listed in the schedule which will be employed under this Contract shall be classified or reclassified conformable to the schedule.

(b) Statutory Penalty for Failure to Pay Minimum Wages: In accordance with §1775 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a Contract is made or awarded, forfeit twenty-five dollars ($25.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any public work done under the Contract by him or by any subcontractor under him.

(c) Statutory Penalty for Unauthorized Overtime Work: In accordance with §1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars ($25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said workman is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of §1810-1815 of the California Labor Code.

(d) Workmen's Compensation Notice: As required by §1860 of the California Labor Code and in accordance with the provisions of §3700 of the Labor Code, every contractor will be required to secure the payment of workmen's compensation to his employees.

(e) Workmen's Compensation Certification by Contractor: In accordance with §1861 of the California Labor Code, the Contractor shall furnish the Owner a notarized statement as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

18. CONTRACTOR'S AND SUBCONTRACTORS' INSURANCE. The Contractor shall not commence work under the Contract until he has obtained all the insurance required under this section, satisfactory proof of such insurance has been submitted to the Owner, and said insurance has been approved by the Owner. Such insurance shall contain a provision preventing cancellation without ten days' prior notice to the Owner in writing.

The Contractor shall not allow any subcontractor to commence work on his sub contract until the insurance required of the subcontractor has been obtained. Certificates evidencing the issuance of the following insurance shall be filed with the Owner within ten days after the date of the Notice of Award.

(a) Compensation Insurance. The Contractor shall procure and shall maintain during the life of the Contract, Workmen's Compensation Insurance to all of his employees to be engaged in Work. In case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance: The Contractor shall procure and shall maintain, during the life of the Contract, Contractor's Public Liability Insurance in an amount not less than $100,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $300,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $50,000.00.

(c) Subcontractor's Public Liability and Property Damage Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of his subcontract similar Public Liability and Property Damage Insurance with minimum limits equal to one-half the amounts required of the Contractor.

(d) Scope of Insurance and Special Hazards: The insurance required under paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him; and also, against any special hazards which may be encountered in the performance of the Contract if such hazards are specified in the Special Provisions and required thereby to be covered by insurance.

(e) Fire Insurance: The Contractor shall obtain and maintain fire insurance, with extended coverage endorsements, upon the entire structure on which the work of this contract is to be done to one hundred percent of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the

structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, miscellaneous materials and supplies incident to the Work. The insurance policy or policies shall be written by a company or companies satisfactory to the Owner and authorized to do business in the State where the Work is to be performed and shall provide that any loss shall be payable to the Contractor or Owner as their respective interests may appear. Contractor shall keep each structure fully insured, without cost to the Owner, until final inspection and acceptance of all Work.

19. PAYMENTS FOR WORK COMPLETED. Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Representative and as approved by the Owner, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all the Work.

Upon the completion and acceptance of the Work, the Representative shall issue a certificate that the Work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the Work. The final estimate of the Work must be checked and approved by FHA. A Notice of Completion shall then be filed or recorded by Owner if permitted by law, in full compliance with the applicable statutory requirements. The entire balance found to be due the Contractor, including the retained percentages, but excepting such sums as may be lawfully retained by the Owner, shall then be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid.

If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Representative so certifies, the Owner shall upon the certificate of the Representative and, without terminating the Contract, make payment for the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

* Form FHA 424-18, "Partial Payment Estimate", shall be used when estimating periodic payments due the Contractor.

20. PAYMENTS WITHELD. The Representative may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims.

(c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
(d) A reasonable doubt that the contract can be completed for the balance then unpaid.
(e) Damage to another contractor.
(f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.
(g) Where work on unit price items are substantially complete but lack cleanup and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such cleanup and corrections.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

21. MEASUREMENT OF QUANTITIES. The computation of quantities as defined by the Drawings and Specifications shall be the basis for the Representative's estimates of monthly and final payments.

22. ASSIGNMENT AND TRANSFER OF CONTRACT. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the Owner, FHA, and the Contractor's surety, and any such assignment or transfer without such written consent shall be null and void.

* 23. INDEMNITY. The Contractor shall indemnify and save harmless the Owner, FHA, and their agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the Work or in making or failing to make payments therefor, or in guarding the same.

24. SUBCONTRACTS.

(a) The Contractor may, to the extent permitted by law, without additional expense to the Owner, utilize the services of subcontractors on those parts of the Work which are specified to be performed by subcontractors.

(b) Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the work performed by any trade.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall be responsible for the coordination of the trades, subcontractors, and materialmen engaged upon his work. Neither Owner nor Representative will undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of this Contract insofar as applicable to the work of subcontractors.

(e) The Owner and the Representative reserve the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable.

25. ADJUSTMENT OF DISPUTE. All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the Owner and the Contractor who shall act as referee, and his decisions shall be final and conclusive upon both parties. Should the Owner and the Contractor be unable to agree upon a referee, a board of three arbitrators shall be chosen, one by the Owner, one by the Contractor, and the third by the two so chosen, and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the contract neglects or fails for a period of ten days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three arbitrators had been selected. The referee or arbitrators shall decide which party shall pay the cost of referral or arbitration, and final payment to the Contractor shall not be made until the full decision of the referee or arbitrators has been rendered.

26. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under the Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the Work. The Contractor shall post danger signs warning against any hazards created by the Work. He shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Representative and Owner in writing. In an emergency affecting the safety of life, or of the Work or adjoining property, the Contractor, without special instruction or authorization from the Representative or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he must

take such action if so instructed or authorized by the Representative or Owner.

The Contractor shall also protect adjacent property as required by law.

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

27. USE OF LAND OF OWNER BY CONTRACTOR. The Owner shall provide the land upon which the Work is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at his cost and expense, any additional land required.

28. LIENS OR CLAIMS. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. If the Owner has already paid to the Contractor all sums due under this Contract or if the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.

29. TIMELY DEMAND FOR STAKES AND INSTRUCTIONS. The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman or a chairman at intermittent times during the construction period. He shall not proceed until he has made timely demand upon the Representative for, and has received from him, such stakes and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such stakes and instructions.

30. PRESERVATION OF STAKES. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or distrubance.

31. INSPECTION. The Representative shall, at all times, have access to the Work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the

Specifications. All work done and all materials furnished shall be subject to his inspection and approval. If any work should be covered up without approval or consent of the Representative, it must, if required by the Representative, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Representative and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another contractor, and in that event, the Owner shall pay such cost.

The inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Representative before acceptance.

No work shall be done at night without the prior written approval of the Representative.

32. DEFECTIVE WORK OR MATERIAL. The Contractor shall promptly remove from the premises all work and materials condemned by the Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the Owner may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within 10 days' time after such removal, the Owner may, upon thirty days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

33. OTHER CONTRACTS. The Owner may award other contracts. The Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Representative. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

34. OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute the Work with due diligence and carry the Work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract, the Owner may serve written

notice on the Contractor and on the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained a certificate from the Representative that sufficient cause exists to justify such action.

(a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service on surety of the notice of termination, the Owner may itself take over the Work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the Work to completion by such means as it shall deem best.

In the event of such termination of his service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Owner takes over the Work and if the unpaid balance of the Contract Price when the Owner takes over the Work exceeds the cost of completing the Work, including compensation for any damage or expenses incurred by the Owner through the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Representative.

(b) The Owner may take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Representative approves the amount thus charged to the Contractor.

(c) The Owner may require the surety on the Contractor's performance bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions as to the right of the Owner to do the Work itself or to take control of the Work.

35. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the Work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor or of anyone employed by him, then the Contractor may on seven days' written notice to the Owner and the Representative stop work or terminate this contract and recover from the Owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Representative shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Representative, then the Contractor may on seven days' written notice to the Owner and the Representative, stop work and give written notice of intention to terminate the Contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, any losses sustained upon any plant or materials, and a reasonable profit.

36. DELAYS AND EXTENSION OF TIME. If the Contractor be delayed at any time in the progress of the Work by an act or neglect of the Owner or the Representative, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by the strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Representative, or by any cause which the Representative shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Representative may decide. No such extension of time shall be valid unless recorded on a properly completed Form FHA 424-7, "Contract Change Order."

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Representative. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

37. RIGHT OF OCUUPANCY. The Owner shall have the right if necessary, to take possession of and to use any completed or partially completed portions of the Work, if such use be approved by the Representative even if the time for completing the entire Work or such portions of the Work has not expired and even if the Work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the Work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by the Contract.

38. UNDERGROUND OBSTRUCTIONS. The Contractor shall anticipate all underground obstructions such as waterlines, gaslines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only

the approximate location and must be verified in the field by the Contractor. The Owner and Representative will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

* 39. FINAL INSPECTIONS. Final inspection and acceptance of the work shall be made for the Owner by the Representative in collaboration with the Engineer or Architect for FmHA. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the Work is ready for such inspection.

40. USE OF PREMISES AND CLEANING. The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies, and equipment in such a manner as will not interfere with the progress of his Work or the work of other contractors. He shall not permit any load or stress to be placed upon any part of the permanent Work which will endanger the safety or strength of the Work.

He shall frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operation or by the operations of anyone under his direction, so that the site shall continuously present a neat, orderly, and workmanlike appearance.

Before final payment, he shall remove all surplus material, falsework, temporary structures and fences, including foundations thereof, and debris of every nature resulting from his operations and put the site in a neat, orderly condition; thoroughly clean and leave reasonably dust-free all finished surfaces on the interior of all buildings included in the Contract; and wash and polish all glass, including the removal of all paint spatters and other defacements.

If the Contractor fails to comply with any requirements of this section, Owner, at its option, may do so at Contractor's expense, and the surety on Contractor's performance bond will be liable therefor.

41. CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE OF ONE YEAR. Neither the final certificate, final payment, or any provision in the Contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear or be discovered up to one year after recording or filing of the Notice of Completion, or one year after final payment if, for any reason, no Notice of Completion was timely recorded or filed. The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately upon receiving such notification. Payments due to the Representative by the Owner for extra service required in the enforcement of Contractor's guarantees after acceptance of the Work shall be paid to the Owner by the Contractor or his surety.

* 42. EQUAL OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by FmHA setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the FmHA, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 301 of Executive Order 11246 of September 24, 1965; and, shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of such Executive Order and of all relevant rules, regulations, and orders of the Secretary of Labor and any prior authority which remain in effect.

(e) The Contractor will furnish all information and reports required by such Executive order, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the FmHA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in such Executive Order and such other sanctions may be imposed and remedies invoked as provided in the such Executive Order of by such rule, regulation, or order, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order, unless exempted by such rules, regulations, or orders, so that such provisions will be binding upon

each such subcontractor or vendor. The Contractor will take such action as the FmHA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the FmHA, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The provisions of this "Equal Opportunity Clause" are not applicable to any contract not exceeding $10,000.

* 43. PROJECT SIGN. A project sign, measuring 4' x 8', made of 1/2" exterior grade plywood, containing the following information, will be placed on the construction site:

(a) Name of Owner.

(b) Type of project.

(c) Name of Contractor(s).

(d) Name of Architect or Engineer.

(e) "Finance by: FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE"

44. CONTRACT DOCUMENTS. The Contract contains the provisions required for the Work. Information obtained from an officer, agent, or employee of the Owner or FmHA on any such matters shall not in any way affect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

* 45. FEDERAL STATUTES. The Contractor and each of his Subcontractors shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

(a) Title 18 U.S.C., Section 874: Kickback from public works employees. Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or part by loans (made, insured, or guaranteed) or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

(b) Title 40 U.S.C., Section 276c: Regulations governing Contractors and Subcontractors. The Secretary of Labor shall make reasonable regulations for Contractors and Subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States,

including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week.

The Owner shall report all suspected or reported violations to the Farmers Home Administration.

* 46. COST OF LIVING COUNCIL. Each Contractor will comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a bid shall constitute a certification by him that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

* 47. CLEAN AIR ACT. If this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

* 48. CONTRACTUAL RESTRICTIONS. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

* 49. CONTRACTOR'S REQUIREMENTS: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is:

CONTRACTORS' STATE LICENSE BOARD
1020 N Street
Sacramento, California 95814

This contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

This contract shall not be effective unless and until approved by the State Director of FmHA or his delegated representative.

50. This agreement is made under the authority of the Municipal Improvement Act of 1913 of the State of California (Section 10,000 and following, Streets and Highways Code).

The public agency has taken special assessment proceedings under the Municipal Improvement Act of 1913 and has awarded a contract to the contractor for the construction of improvements in BRYTE ASSESSMENT DISTRICT NO. 1.

THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

51. The agreement between the public agency and the contractor shall consist of this document together with the following documents, which are on file with the Clerk of the public agency and are incorporated herein by reference:

a. The report prepared pursuant to Section 10204 of the Streets and Highways Code and approved by the legislative body of the public agency; the report includes plans and specifications covering the work to be done under this agreement.

b. Notice to Contractors calling for construction bids for the work to be done under this agreement.

c. The proposal submitted to the public agency by the contractor.

52. The contractor agrees to construct and install, in a good and workmanlike manner, the improvements described in the plans and specifications and in the contractor's proposal. The contractor shall furnish all tools, equipment, labor and materials required to complete the improvements. The work shall be done strictly in accordance with the plans and specifications, and the materials used shall meet the standards prescribed therein.

53. The public agency agrees to pay the contractor for work actually performed at the following unit prices. The quantities of work stated herein are estimates only; actual quantities will be measured for payment in accordance with the specifications.

ITEM NO.	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL COST
1	Clearing & Grubbing	L.S.	—	—	$40,000.00
2	Roadway Excavation (F)	4500	C.Y.	24.00	108,000.00
3	Driveway Gravel (Max)	1000	Ton	9.00	9,000.00
4	Paving Asphalt - AR 4000	391.44	Ton	28.50	11,156.04
5	A.C. Aggregate	7,437.40	Ton	28.50	211,945.50
6	Type A1-6 Curb	44	L.F.	9.00	396.00
7	Type A2-6 Curb & Gutter	11,300	L.F.	7.00	79,100.00
8	Type "C" Curb & Gutter	36,350	L.F.	5.70	207,195.00
9	Todhunter Low-Roll Curb & Gutter	250	L.F.	7.50	1,875.00
10	Driveway Aprons	45,160	S.F.	2.40	108,384.00
11	Commercial Driveway Aprons	3,370	S.F.	2.70	9,099.00
12	D.I. Adjustments - Detail 1	5	Ea.	900.00	4,500.00
13	D.I. Adjustments - Detail 2	13	Ea.	500.00	11,700.00
14	D.I. Adjustments - Detail 3	4	Ea.	500.00	2,000.00
15	D.I. Adjustments - Detail 4	40	Ea.	350.00	14,000.00
16	D.I. Adjustments - Detail 5	5	Ea.	300.00	1,500.00
17	D.I. Adjustments - Detail 6	16	Ea.	400.00	6,400.00
18	D.I. Capping - Detail 7	8	Ea.	200.00	1,600.00
19	Tree Removal	1,140	L.F.	23.50	26,790.00
	Total Bid			TOTAL	854,669.94

54. The contractor will be paid in cash, but only from the improvement fund for the special assessment district named above. The time of payment shall accord with the specifications.

55. Time for completion of the work is fixed in the specifications. If the contractor fails to complete the work within the time limit, the contractor shall become liable to the public agency for liquidated damages in the amount of $250.00 per calendar day, unless the contractor is granted a time extension, all as set forth in the specifications.

56. The contractor shall secure the payment of compensation to his employees in accordance with Section 3700 of the Labor Code of the State of California, as required by Labor Code Section 1860.

57. This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and the contractor and any subcontractor under him shall pay not less than the specified prevailing rates of wages to all workmen employed.

APPROVED:

(County Counsel)

COUNTY OF YOLO
Owner

Attest: PETER McNAMEE, CLERK

By

Title Chairman of the Board of Supervisors

By:

Title Deputy

JAMES M. SYAR
Contractor

Attest:

By James M. Syar

Title Owner

Title

As lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, FmHA hereby approves the Contract and concurs in its award to the Contractor specified above.

UNITED STATES OF AMERICA

By PE

Title FmHA State ENGR.
Farmers Home Administration

FILED

JAN 13 1981

PETER MCNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 81-15

(For Certain Physical Therapy Services)

THIS AGREEMENT, made and entered into this 13th day of January, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Wenda Merz hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. Under the auspices of the Health and Safety Code COUNTY has been allocated funding by the State Department of Public Health to provide a California Children's personal care program, hereinafter referred to as CCS.
2. COUNTY'S responsibilities with respect to CCS and funds allocated to it are carried out in accordance with State Department of Health Services' Guidelines by COUNTY'S Health Services Agency, Public Health Division, hereinafter referred to as AGENCY.
3. Among the elements of the AGENCY CCS program is physical therapy.
4. PROVIDER represents that it can provide the hereinbelow and above described specific services. COUNTY is prepared, at the time of execution of this Agreement, to contract for said services. PROVIDER is prepared to undertake the obligation to provide said services.
5. PROVIDER represents that it either possesses all applicable required licenses or will possess provisional licenses and will apply for full licensure prior to proceeding with any services hereunder contemplated.
6. PROVIDER acknowledges that COUNTY executes this Agreement in reliance upon PROVIDER'S hereinabove recited representations and that COUNTY would not execute this Agreement if PROVIDER could not so represent.
7. PROVIDER and COUNTY, therefore, wish to enter into a contract for the

herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

   a. In accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto; and any special applicable State Health Services CCS Guideline requirements, incorporated herein by reference thereto, provide a physical therapy program to the Rio Linda Orchard School, clients of the Agency, upon the referral of AGENCY.

   b. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein designated representatives that current practices and procedures prevailing in PROVIDER'S profession are uniformly applied to clients and that all clients referred are treated according to the terms of this agreement. Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, its peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

   a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by State Department of Health Services, CCS Division.

   b. CASE MANAGEMENT: Provide Case Management in accordance with the Working Protocols attached hereto as Exhibit "A" and incorporated herein by reference thereto.

   c. CLINICAL SERVICES:

      1) Required physician coverage.

      2) Provide at Orchard School, RioLinda, at COUNTY'S expense any

required space, supplies, training, equipment, devices, medicines, and insurance.

3) Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives, to the conduct of CCS.

4) COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from PROVIDER which provides adequate and reasonable time for review.

d. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Public Health Nursing.

b. Director of Public Health Nursing may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereunder, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a

result of this contract.

6. LIABILITY: Shall be assessed in accordance with the common law. COUNTY agrees to defend PROVIDER against any and all claims except those based on alleged intentional or reckless misconduct.

7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinic Referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives and their function; any role AGENCY is to play in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring joint clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement, and the operational plan for the rendering of these services.

8. COMPLIANCE WITH CODE:

a. PROVIDER agrees to comply with all applicable provisions of the Welfare and Institutions Code commencing with Section 5328 and Title 45 Code of Federal Regulations' Section 205.50, and the Confidentiality of Medical Records Act of 1980 regarding confidentiality of patient information.

9. PAYMENT:

a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by AGENCY detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Public Health Nursing Services of the invoice as complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER a minimum of SIX HUNDRED DOLLARS ($600) per month plus FIFTY DOLLARS ($50) per client, unduplicated count, seen each month to a maximum of ONE THOUSAND DOLLARS($1,000) per month.

b. The maximum total payment to PROVIDER under the terms of this AGREEMENT will not exceed SIX THOUSAND DOLLARS ($6,000).

c. Where a herein recited report, document and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be agreed and the report, document, and/or claim as complete and accurately reflective of that progress.

d. Obtainment and maintenance of required licenses for PROVIDER to provide the services which are the subject of this Agreement is a condition precedent/subsequent to COUNTY'S payment for services rendered any monty in which the licenses are not maintained.

e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.

g. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

10. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitue the total agreement. Except as provided herein, no addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by parties or their successors in office or interest.

11. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

12. TERM:

a. This Agreement shall commence upon execution and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30)

days' written notice to the other of such intent.

b. Should either party give notice of cancellation, both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Spence
DEPUTY

Wanda Meis

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Kelly
DEPUTY COUNTY COUNSEL

5
Bk

JAN 13 1981
PETER McNAMEE, Clerk
By DEPUTY

AGREEMENT NO. 81-16

(Consulting Dietitian Agreement)

THIS AGREEMENT, made and entered into this 13th day of January, 1981, at Woodland, California, by and between the County of Yolo, a political subidivision of the State of California, hereinafter called COUNTY, and Eskaton American River Hospital.....,hereinafter called DIETITIAN.

W I T N E S S E T H:

AGREEMENTS:

1. In consideration of the covenant of COUNTY herein, DIETITIAN agrees during the term of this agreement to perform the following services in accordance with the standards for hospital accreditation as published by the Joint Commission on Accreditation of Hospitals and all applicable sections of California Administrative Code, Title 22.

   a. To consult with hospital personnel to maintain an organized dietetic service in Yolo General Hospital.

   b. To assist in preparation of written policies and procedures which govern all dietetic activities.

   c. To advise the administration of the nutritional aspects of patient care.

   d. To maintain a written record of the service provided on each hospital visit to insure continuity of service and to identify progress.

   e. To provide training to hospital personnel in the nutritional aspects of patient care.

   f. To provide such consulting services two days per month except that the Hospital Administrator may request additional services in writing specifying such additional days.

2. In consideration of the covenants of DIETITIAN herein, COUNTY agrees as follows:

a. To pay DIETITIAN the sum of FIFTEEN ($15.00) DOLLARS per hour.

b. To pay DIETITIAN the sum of TWENTY-ONE ($0.21) CENTS per mile.

3. It is mutually agreed as follows:

a. In the performance of the work, duties, and obligations devolving upon her under this agreement, DIETITIAN is at all times acting and performing as an independent contractor practicing its profession of consulting dietitian. COUNTY shall not have nor exercise any control or direction over the methods by which DIETITIAN shall perform its work and functions except that DIETITIAN does by this agreement agree to perform its work and functions at all times in strict accordance with currently approved methods and practices in its profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent and efficient and satisfactory manner.

b. The term of this agreement shall commence on 12·1·80 and shall terminate upon thirty (30) days' written notice thereof by either party.

c. DIETITIAN represents that all professionals rendering services hereunder are registered with the American Dietetic Association and agree to maintain such registration during the term of this agreement.

d. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

e. This agreement supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

by B Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E Lucas
DEPUTY

ESKATON dba Eskaton American River River Hospital

BY Eleanor Langpaap
Eleanor Langpaap, Administrator

ESKATON

BY Dallas L Gladson
Dallas L. Gladson, President

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By Robert N Black
DEPUTY COUNTY COUNSEL

FILED

JAN 13 1981 BH

PETER M. ... Clerk
By [signature]
DEPUTY

AGREEMENT NO. 81-17

(For Certain Dental Referral Services)

THIS AGREEMENT, made and entered into this 13th day of January, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and with Yolo County Dental Foundation, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

RECITALS:

1. COUNTY'S Health Services Agency (Yolo General Hospital and Public Health's East Yolo Health Services Center) hereinafter referred to as AGENCY, has need of a dental referral service, hereinafter referred to as SERVICE.
2. AGENCY requires a SERVICE in order to provide Yolo County indigent residents an opportunity for appropriate dental care. CONSULTANT represents it uniquely possesses the expertise to provide SERVICE in accordance with AGENCY's expectations recited herein.
3. COUNTY and CONSULTANT are, therefore, desirous of entering into an agreement for SERVICE.

AGREEMENTS: COUNTY in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. CONSULTANT'S OBLIGATIONS:

   a. Within thirty (30) days of execution of this agreement CONSULTANT will provide a fully operational dental referral service in accordance with the working protocols, attached hereto and incorporated herein by reference thereto, screening 100% of children in writing in advance for eligibility determination and referring 100% of eligible children to appropriate dentists so long as sufficient SERVICE funds remain to pay for said SERVICE.

b. Within sixty (60) days of execution and again on May 15, 1981, prepare and present to COUNTY'S herein designated representatives a report which demonstrates accomplishment of the hereinabove recited objectives and reports, service expenditures, revenues and balances.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Designate representatives responsible to:

1) Review CONSULTANT'S progress; and

2) Authorize advancement, interim, and final payments to CONSULTANT.

b. Provide prompt access to records and personnel necessary, in the joint judgment of parties' designated representatives, to the conduct of SERVICE.

c. COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT which provide adequate and reasonable time for review.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

Will be the Public Health Physician.

4. ASSIGNMENT/SUB-CONTRACTING:

CONSULTANT may not assign its responsibilities hereunder, it hereby being expressly acknowledge by parties that CONSULTANT'S expertise is unique.

5. PAYMENT:

a. COUNTY will advance CONSULTANT $3,000 upon execution.

b. Following the submission of Agreement 1 b reports, upon satisfaction of all conditions precedent, and upon the submission of an invoice which attaches those reports as are required hereinabove, COUNTY will reimburse CONSULTANT'S costs beyon the initial advance up to

this contract's maximum.

c. The maximum total payment to CONSULTANT for performance under the terms of this agreement will not exceed FIVE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS ($5,434).

d. Where a herein recited report or claim is due from CONSULTANT within established due dates associated payments are expressly conditioned on the acceptance of the report as complete and reflective of CONSULTANT'S satisfactory accomplishment in so far as is determinable without an audit by COUNTY'S designated representative.

e. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstance. Where there is a doubt as to the proper characterization of a provision as a promise or a condition, it shall be construed to be both a promise and a cordition.

6. In the event of PROVIDER'S bankruptcy or insolvency, it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will be recognized as the creditor of first priority.

7. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONSULTANT shall be solely liable and responsible to pay all applicable required taxes and other obligations, including, but not limited to, applicable withholding and Social Security, CONSULTANT agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State governments as a result of parties' relationship.

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto, are working protocols describing and govern-

ing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement, so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and CONSULTANT. Said working protocols shall include, as a minimum: the specific services constituting SERVICE; the objectives to be accomplished by SERVICE in what time frame; the standards under which performance will be evaluated by AGENCY; that CONSULTANT will accept referrals without, and not accept dentists for referral who participate in adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestory; provisions describing CONSULTANT'S screening process; provisions describing CONSULTANT'S procedures for indentifying the appropriate dentist and referring persons to dentists; provisions describing how CONSULTANT evaluates the performance of dentists; provisions requiring the CONSULTANT to note in a writing addressed to the referee dentist when SERVICE persons are referred that SERVICE will compensate them for that referral; the accounting mechanisms for recordation of SERVICE funds received and disbursed; the AGENCY to SERVICE referral procedure; and parties' designated representatives.

9. SERVICE's revenues and expenditures shall be defined as revenues received, or expenditures made from those revenues, from whatever source, for the purpose of providing SERVICE as described in this agreement. Notwithstanding the foregoing, revenues will be separated in the books by account by COUNTY or other source. Revenues and expenditures will be accounted for in a fund separate from all others in CONSULTANT'S accounting system.

10. <u>LIABILITY</u>: CONSULTANT agrees to defend, indemnify, and hold COUNTY harm-

less from any and all claims, liability, or loss arising from CONSULTANT'S performance under this agreement.

11. RECORDS:

a. PROVIDER shall, for the later of four (4) years or the resolution of audit findings, maintain and retain records of services rendered and all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received, expenditures made, and services rendered pursuant to this Agreement.

b. PROVIDER shall make said records available for audit by COUNTY or STATE auditors upon the request of AGENCY'S designated representatives. Said request will provide at least one full working days' notice of the impending audit. STATE, AGENCY, or COUNTY shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed and to audit and inspect any books and records of PROVIDER which pertain to services performed and determination of amounts payable hereunder.

12. AMENDMENTS: Except as otherwise provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as otherwise provided herein, no additions to, or alterations of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by parties or their successors in office or interest.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid and addressed to CONSULTANT'S or COUNTY'S

herein designated representatives, as applicable, at the last known address of either.

15. TERM:

a. This agreement shall commence upon execution and terminate on June 30, 1981, unless sooner cancelled by either party on thirty (30) days written notice.

b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring SERVICES of the type CONSULTANT renders.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

by Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

Peter McNamee, Clerk

by Pete E. Lucas
DEPUTY

CONSULTANT

by Ron Reeves MRS

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

EXHIBIT A

WORKING PROTOCOLS FOR CONTRACT BETWEEN

YOLO COUNTY DENTAL HEALTH FOUNDATION
and
YOLO COUNTY PUBLIC HEALTH DIVISION

1. Services:

The specific services to be performed by the Foundation include the following:

a. Receive referrals.
b. Screen referred children for eligibility.
c. Refer children found to be eligible to appropriate dentists.
d. Review treatment plans of eligible children and authorize treatment and payment for treatment. Treatment plans are submitted by participating dentists to whom eligible children have been referred.
e. Reimburse participating dentists for authorized work after such work has been performed.

2. Objectives of the Service:

The objective of the service performed by the Foundation is the provision of emergency and restorative dental services to indigent children during the term of the contract.

3. Performance Standards to be Used by Agency:

a. 100% of children referred have been screened for eligibility.
b. 100% of eligible children have been referred to appropriate dentists as long as County furds are available for service.

4. Non-discrimination:

Consultant and participating dentists will not engage in adverse discrimination based upon race, religion, sex, marital status, affiliation preference, national origin, or ancestry while in the provision of the services of this contract.

5. Screening Process:

a. Referrals will be accepted from recognized social, health, and educational agencies.
b. Referrals will be processed on a written referral form (see Appendix) which is filled out in triplicate. Copy #1 to Dental Foundation records, Copy #2 to referral participating dentist, and Copy #3 to STEAC, the agency who will perform the actual eligibility screening process in cooperation with the Dental Foundation.

c. Eligibility criteria used in screening process:

(1) Needs emergency or significant restorative dental care as determined by referring agency.
(2) Is a resident of Yolo County as determined by referring agency.
(3) Meets Foundation income criteria and has no other source of payment for needed dental services. The income guidelines (see Appendix) are those utilized by the Child Health & Disability Prevention (CHDP) Program. The income criteria are evaluated by the referring agency and are generally based on the child's parents' declaration.

6. Procedure for Identifying the Appropriate Dentist:

a. First preference is referral to the patient's previously used source of dental care if such a referral is acceptable to the patient and parent, and the dentist is a participant in the Foundation services.
b. If there is no participating dentist who has previously seen the patient, then a referral is made to the dentist most convenient for the family (e.g., closest proximity to home) or a participating dentist who has been requested by the patient's parent.

7. Evaluation of Performance of Dentists:

All participating dentists are fully qualified and licensed to perform the necessary dental work on clients referred for treatment. Therefore, there is no evaluation of professional competency. There is, however, evaluation of the plan submitted by the dentist for reasonableness and appropriate charges. This evaluation is performed by members of the Dental Foundation Board of Directors.

8. Assurance of Compensation to Dentists:

Participating dentists will be assured in writing of payment for authorized services (see Appendix - Dental Treatment Referral & Authorization Form).

9. Accounting Mechanisms:

Standard accounting procedures will be used for recording of service, funds received and disbursed.

10. Referral Procedure from Agency to Foundation:

The Agency's public health nurses will contact STEAC in order to make a referral of a child for services.

11. Designated Representatives:

a. The County's designated representative will be the Public Health Physician/Director of Maternal & Child Health.
b. The Foundation's designated representatives will be the members of the Board of Directors of the Yolo County Dental Health Foundation. Members of this Board include Christine Blanchard, Delores Schoen, Kit Lenz, RDH, Ron Riesner, DDS, and Don Childress, DDS.

12. Term of Contract:

The consultants may use County funds for services rendered during the term of the contract or for services approved during the term of the contract, but not actually performed until after the expiration of the contract.

14. Rates for Dental Work Performed for the Foundation:

Children's Denti-Cal rate schedule in effect at the time of billing will be utilized.

15. Case Limits:

The maximum amount reimbursable per patient per term of the contract is $300. Higher reimbursement may be authorized for a particular case by vote of a simple majority of the Foundation Board of Directors.

16. Limitation of Use of Funds:

The County funds will be used for treatment purposes only.

17. Repayment by Patients' Parents:

Parents will not be expected or required to repay for services. However, voluntary donations will be accepted by the Foundation.

18. Reports from the Foundation to the County:

The content of reports will include:

a. Current expenditures and current balance of County funds.
b. Number of patients and ages of each patient.
c. Amount of funds spent for each case.
d. General type of treatment rendered (for example, emergency, restorative, or preventative care).

FILED
JAN 28 1981
PETER McNAMEE, Clerk
By Peter McNamee
DEPUTY

BR

AGREEMENT NO. 81-18

(Agreement Regarding Energy Consultant)

THIS AGREEMENT, dated for convenience this 13th day of January, 1981, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and ADM ASSOCIATES, INC., a corporation (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

1. On January 15, 1980, COUNTY and CONTRACTOR entered Yolo County Agreement No. 80-55, providing for the development by CONTRACTOR of an Energy Section for the conservation element of the Yolo County General Plan.

2. CONTRACTOR has successfully completed the performance of all tasks required by Agreement No. 80-55.

3. COUNTY now desires to retain the further services of CONTRACTOR, as specified hereinbelow, for the purpose of attending meetings and hearings to explain the draft energy element prepared by CONTRACTOR pursuant to Agreement No. 80-55. Because CONTRACTOR prepared said draft element, and because the purpose of this agreement is to employ CONTRACTOR'S services assist the County staff in explaining the contents of said element to the public and the Yolo County Board of Supervisors, CONTRACTOR is uniquely qualified to perform these services.

4. CONTRACTOR represents that it is willing and able to perform these services pursuant to the terms and conditions set

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COUNTY OF YOLO

forth herein.

AGREEMENTS:

1. Work. CONTRACTOR, in and for consideration of the covenants, conditions, agreements and stipulations set forth herein, does hereby agree to furnish to COUNTY the services and materials described herein, including, but not limited to, the following:

A. CONTRACTOR shall assign Mr. Patrick McCarthy for the purpose of attending certain informal public meetings with various groups within Yolo County, and several formal public hearings before the Yolo County Board of Supervisors, to function as an energy expert available to answer specific questions relating to how certain conclusions were reached in the draft energy element prepared by CONTRACTOR.

B. CONTRACTOR shall provide these services on request of COUNTY.

C. Prior to attendance at the above-referenced meetings and hearings, CONTRACTOR shall do such preparation and prepare such documents as are necessary to make accurate and informational presentations as requested by County staff, and to respond to such questions as may be submitted by the audience at such hearings.

2. Compensation. The compensation to be paid by CONTRACTOR for such work shall be on a time and materials basis, but in no event to exceed the total sum of THREE THOUSAND ($3,000.00) DOLLARS, with the following hourly rates paid for the following services:

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COUNTY OF YOLO
P. O. BOX 107
WOODLAND, CA 95695
TEL. NO.: (916) 666-8201

A.	Principal Staff, including Patrick McCarthy	$50.00/hr
B.	Clerical Support	$13.00/hr
C.	Travel Expense	$ .21/mi
D.	Reproduction Expenses	$ .05/copy

3. Personnel. CONTRACTOR shall assign only Patrick McCarthy to perform the services pursuant to this agreement. Assignment of principal staff other than Mr. Patrick McCarthy shall require the prior written consent of the County of Yolo first had and obtained. Patrick McCarthy shall retain the right to attend the referenced meetings and hearings alone or with such additional staff of CONTRACTOR as is necessary for a full presentation in the judgment of Mr. McCarthy: provided, however, that Mr. McCarthy shall be the principal representative of CONTRACTOR at meetings.

4. Additional Provisions. With the exception of the agreements specifically referenced hereinabove, CONTRACTOR and COUNTY agree that this agreement shall include all conditions, covenants, agreements and stipulations as set forth in Agreement No. 80-55, Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15-C.

5. Term. The term of this agreement shall commence on execution and delivery of this agreement, and shall be in full force

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

and effect through and including _____, 198___.

IN WITNESS WHEREOF, this agreement has been executed has the parties hereto this 13th day of January, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

By: Robert Black
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: Pete E. Lucas
Deputy

(SEAL)

ADM ASSOCIATES, INC., a California Corporation

By: Patrick M. McCarthy
AUTHORIZED REPRESENTATIVE

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

FILED

FEB 18 1981

PETER McNALLY, Clerk
By [illegible] DEPUTY

AGREEMENT NO. 81-19

THIS AGREEMENT, dated for convenience this 20th day of January, 1981, in the State of California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as "COUNTY", and HKS ASSOCIATES, 721 Market Street, San Francisco, California, 94103, a corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

RECITALS:

1. Government Code Section 65000 requires each County to adopt a comprehensive, long-term General Plan for the physical development of the County.

2. Government Code Section 65000 et seq., describes the requirements for the preparation of General Plans. Guidelines published by the State of California Office of Planning and Research provide guidance for the preparation of General and Specific Plans in California.

3. COUNTY desires to determine public policy response to the proposal to develop heavy, primary industrial uses and to devise a plan for the Port area, and desires the special services of persons specially trained, experienced, expert, and competent to prepare related studies, plans, and environmental findings.

4. COUNTY has broadly described work and products expected in the Request for Proposal - Port of Sacramento/Southport/Ship Channel Area (attached hereto as Exhibit A and incorporated herein by this reference).

5. CONTRACTOR has submitted a proposal to develop the studies, draft plan and related draft environmental impact report entitled PORT OF SACRAMENTO-SOUTHPORT -- SACRAMENTO SHIP CHANNEL STUDY, Proposal to Yolo County to Conduct Planning and Environmental Studies on Industrial Development

OFFICE OF THE COUNTY COUNSEL COUNTY OF YOLO P.O. BOX 127 WOODLAND, CA 95695 (916) 666-8231

Potential, dated November 7, 1980, (hereinafter referred to as "PROPOSAL", the original of which is on file in the office of the Yolo County Community Development Agency, and which is incorporated by this reference as is set forth at length herein).

6. In reliance on the Request for Proposal and PROPOSAL and the representations made therein, including those as to the suitability of CONTRACTOR to prepare the studies, plan, and draft environmental impact report, CONTRACTOR's understanding of the project requirements, the unique qualifications of the proposed project team, CONTRACTOR's technical approach, CONTRACTOR's proposed organization and management for the project, and related corporated experience, COUNTY desires to obtain draft environmental impact report; and CONTRACTOR desires to provide such special expert services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish to COUNTY the certain services and materials described in the Request for Proposal and PROPOSAL. CONTRACTOR shall perform the work set forth in the PROPOSAL. CONTRACTOR shall do so in accordance with the project schedule set forth in the Request for Proposal and PROPOSAL. The date of Project Start is January 19, 1981. CONTRACTOR shall provide the deliverables and meeting attendances described in the PROPOSAL. The date of Project Completion is May 22, 1981.

Subject to the provisions of Section 4 of this Agreement, CONTRACTOR shall provide project organization and management as set forth in the PROPOSAL. CONTRACTOR shall allocate the project budget among major tasks and expense categories as set forth in the PROPOSAL.

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COUNTY OF YOLO
P.O. BOX 777
WOODLAND, CA 95695
TEL. (916) 666-8172

2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this Agreement.

3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR's profession. CONTRACTOR shall undertake the environmental review process required for adoption by the COUNTY of the plan prepared by CONTRACTOR, including initial assessments and environmental impact reports, all condcted and prepared pursuant to and in compliance with the California Environmental Quality Act and State guidelines enacted pursuant thereto, as said Act and guidelines provide at the time of presentation by CONTRACTOR of the work product. CONTRACTOR shall consult with COUNTY regarding the particular steps to be taken in the environmental review process, and the precise form of environmenal documents required and/or authorized for the project.

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon

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P. O. BOX 1070
WOODLAND, CA 95695
TEL. (916) 666-8172

receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this Agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this Agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this Agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by CONTRACTOR in the performance of this Agreement.

7. TERMINATION. The COUNTY shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to CONTRACTOR. The COUNTY shall also have the right to terminate this Agreement immediately for failure of the CONTRACTOR to comply with the terms and conditions of this Agreement. In the case of early termination, a final payment will be made to the CONTRACTOR upon receipt of a report covering compensation earned to termination. In the event of such immediate termination, COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Agreement, and the balance, if any, shall be paid to the

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P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8211

CONTRACTOR upon demand.

8. RECORDS. CONTRACTOR shall maintain a complete and accurate program and accounting records showing the services performed in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representatives of COUNTY at any reasonable time during the performance of this Agreement, and for a period of three (3) years from and after the date of final payment.

9. MATERIALS. CONTRACTOR shall deliver all negatives and originals of materials, reports, maps, or other data or work product generated in this project to COUNTY. All such materials shall become the property of COUNTY and shall be delivered within ten (10) working days of Project Completion.

10. DATA. Certain data, maps, reports, or other forms of data may be designated by the Director of the Community Development Agency to be returned to the Agency at the end of the project. Such materials shall be returned to COUNTY within ten (10) working days of Project Completion.

11. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and execution of this Agreement, CONTRACTOR and any agents and employees of CONTRACTOR are independent contractors and are not and shall not be construed to be agents or employees of COUNTY and that CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

12. TIME. Time is of the essence of this Agreement.

13. NO ALTERATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on

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COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8217

any of the parties hereto.

14. LAWS. The CONTRACTOR shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits. The CONTRACTOR shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

15. COMPENSATION. The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

16. SUCCESSORS. This Agreement shall inure to the benefit and bind the successors of each of the parties.

17. PAYMENT.

A. Compensation. The COUNTY, for and in consideration of the covenants, conditions, agreements, and stipulations of the CONTRACTOR herein expressed, does hereby agree to pay as total compensation to CONTRACTOR the sum of FIFTY THOUSAND DOLLARS ($50,000.00) in the manner set forth in this section.

B. Progress Payments. Payment shall be in progress payments in accordance with the following schedule (the references to Tasks in the schedule are to Tasks 1 through 6, inclusive, set forth on the time schedule attached hereto as Exhibit B and incorporated herein by this reference):

(1) The sum of $9,500.00 shall be payable upon the completion of Task 1.

(2) The sum of $5,500.00 shall be payable upon the completion of Task 2.

(3) The sum of $5,500.00 shall be payable upon the completion of Task 3.

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COUNTY OF YOLO
P. O. BOX 1[illegible]
WOODLAND, CA 95[illegible]
TEL. NO. [illegible]

(4) The sum of $5,500.00 shall be payable upon the completion of Task 4.

(5) The sum of $8,500.00 shall be payable upon the completion of Task 5.

(6) The sum of $10,500.00 shall be payable upon the completion of Task 6.

(7) The sum of $5,000.00 shall be payable upon the completion of all work to be performed under this Agreement and the performance by CONTRACTOR of all of its covenants, conditions, agreements, and stipulations to be performed under this Agreement including, but not limited to, the completion of Task 6 and the delivery of all materials required herein.

C. Claims. Upon completion of the performance entitling it to a progress payment, CONTRACTOR shall submit a claim to the Director of the Community Development Agency (hereinafter DIRECTOR) of COUNTY. The claim shall set forth the performance for which payment is sought and shall be accompanied by such additional information as the DIRECTOR may require. If the DIRECTOR determines that such performance has been completed in accordance with this Agreement, the DIRECTOR shall approve claims for Tasks 1 through 6, inclusive, and the DIRECTOR shall recommend approval of the final progress payment to the Board of Supervisors of COUNTY. The final progress payment shall be paid upon action by the Board of Supervisors accepting all of CONTRACTOR's performance under this Agreement.

18. TERM. The term of this contract shall commence on execution and delivery of this Agreement, and CONTRACTOR shall complete performance within the time set forth as Project Start and Project Completion specified in Section 17B of this Agreement.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 192
WOODLAND, CALIFORNIA
TEL. NO. (916) 666-8172

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Dated: February 12, 1981.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N. Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

HRS ASSOCIATES

Adam Sevaday

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Rucker
Deputy

(SEAL)

OFFICE OF THE COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO. (916) 666-8200

COUNTY OF YOLO

REQUEST FOR PROPOSAL (RFP)

The County of Yolo invites qualified professional consultants to submit proposals for a Plan for a part of the Port of Sacramento/Southport/Ship Channel area. The area of the Plan is bounded by the barge canal, the harbor and the ship channel on the north; the ship channel on the west; the Yolo County line on the south; and the Sacramento River on the east.

PURPOSE OF THE PROJECT

Prepare a plan, including the appropriate environmental document, recommending additions, where needed, to the General Plan in the Plan area. Such Plan may include detail to the level of a specific plan, if such appears desirable. Alternative configurations may be presented in the early states of the project for evaluation by the staff, Ad Hoc Port Plan Advisory Committee, and Planning Commission.

METHODOLOGY

The following methodology is suggested by staff. However, consultants are encouraged to provide innovative alternatives.

1. Evaluate and analyze the existing General Plan, the existing zoning, and the existing land use in the plan area.

2. Determine industrial land use capabilities based on need and constraints. For example: some of the factors to be considered for industrial development are:

   a) Access, including local streets, major streets, bridges, and other circulation factors, including rail, truck and pipeline.

   b) Drainage, sewerage and water supply.

   c) Availability of electricity, coal, gas, solar and other energy sources.

   d) Environmental effect of the proposed uses including air pollution, water pollution, noise and visual pollution; growth inducement and employee transit.

   e) Economic impact on Yolo County and the Sacramento region.

   f) Impact on public services to be provided.

3. Review primary industries that may be expected to use the facilities in the plan area. These industries include heavy manufacturing and storage of the resources and products related to the processes.

4. Present an analysis of present land use in the context of potential future industrial use in the plan area.

5. Formulate goals, objectives, policies and implementation programs with priorities for the selected uses of the plan area.

6. Prepare a Plan, including text, maps, and other graphic material in sufficient detail to qualify for adoption as an amended General Plan for the area. The Plan may function as an "overlay" to the Countywide policies. The recommended Plan should be accompanied by recommended appropriate implementation devices such as zoning, planned development processes, open space easements, timing, innovative design, etc.

The Consultant will be required to work closely with staff* in preparing the Plan. Staff will provide the Consultant with all information on file, including reproducible copies of base maps which are pertinent.

All drafting work will be done by the Consultant. Draft and final copies of the Plan will be prepared by the Consultant and presented to the County. One hundred final copies of the Plan will be reproduced by the Consultant. Also, there is to be provided two reproducible** copies of any maps. No color should be used in the Plan graphics. The final Plan will be the property of Yolo County.

COMMITTEE WORK

The Consultant will be required to work with an Ad Hoc Port Plan Citizens Advisory Committee. The Committee will consist of not more than nine (9) interested individuals. Three of the nine will be appointed by the Sacramento-Yolo Port District with the possibility that one or more may be Commissioners of the District. The remaining members of the Advisory Committee will be appointed by the Yolo County Board of Supervisors.

The role of the Committee will be to provide citizen input by serving as a review and comment agency for the Consultant's draft Plan. The Committee is not directed to prepare the document since that is the function of the Consultant.

STAFF WORK

The Consultant shall work with the staff. Key contact times include--- prior to submittal of proposal, where staff will provide available background data; immediately after the contract is signed, to initiate work; briefly, prior to each study session or hearing; and finally, prior to completion of the final documents. Other contacts are encouraged as work proceeds.

TIMETABLE AND MEETINGS

The alloted time for completion of the Plan is four (4) months from the date the Consultant is retained by contract. Hearings before the Planning Commission and Board of Supervisors will occur after the submittal of the draft.

The Consultant should expect to attend a minimum of ten (10) meetings with the Citizens Advisory Committee and the elected and appointed officials of Yolo County. At least one of the meetings will consist of presenting the matter to the Planning Commission at public hearing subsequent to the completion cited above.

COST

The maximum expenditure authorized for the study is $50,000. One-half of the cost of the study will be paid by the Port District and one-half by the County of Yolo. The County will make the payments and bill the Port District for their share.

NUMBER OF COPIES OF THE PROPOSAL

The Consultant shall submit nine (9) copies of the Proposal to do the Plan. The Proposal copies shall be submitted to: Robert Wall, Assistant Director, Community Development Agency, 292 West Beamer Street, Woodland, CA, 95695.

DEADLINE FOR SUBMITTAL OF THE PROPOSALS

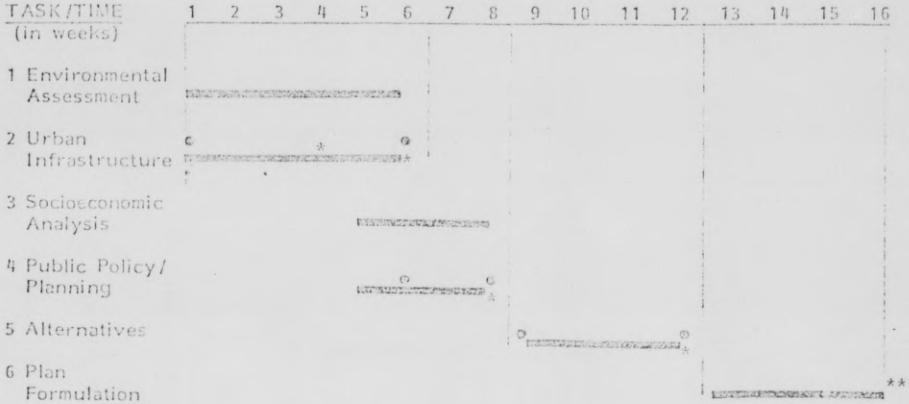
The deadline for submittal of the Proposals will be 5:00 P.M., November 7, 1980. By December 2, 1980, the Consultant will be selected. At least three qualified firms will be invited to appear before an interview panel to discuss their abilities to perform the work as defined, on or before this date.

Work is to begin immediately upon selection of the Consultant and the execution of the necessary contracts between the County and the Consultant.

* Dennis Clark, Port of Sacramento/Robert L. Wall, Yolo County
** Able to be reproduced by blueprint machine or by reflex photography

ATTACHMENT B

PORT PLAN CONTRACT



Legend:

o Potential meetings with County and Port Staff

* Potential meetings with Ad Hoc Port Planning Citizens' Advisory Committee

** Planning Commission Public Hearing

BH

CONTRACT AGREEMENT 81-20

THIS AGREEMENT, made and entered into this 20th day of January, 1981, by and between DRAVIS CONSTRUCTION, hereinafter termed "CONTRACTOR", and the COUNTY OF YOLO, hereinafter termed "COUNTY."

WITNESSETH

WHEREAS, the Board of Supervisors of COUNTY has awarded a contract to CONTRACTOR for performing the work hereinafter mentioned in accordance with the CONTRACTOR's accepted proposal,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by COUNTY, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, CONTRACTOR agrees with COUNTY at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by COUNTY necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the County Facilities Department of the County of Yolo,

The Remodel and restoration of Public Defender/ County Counsel space in the Basement of the Courthouse.

(Description and Location of Project)

in accordance with the special provisions and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

FILED
FEB - 3 1981
PETER McNAMEE, Clerk
By [signature]
DEPUTY

The work to be done is shown upon a set of plans entitled County of Yolo, Community Development Agency,

Yolo County Administration Complex - Public Defender/County Counsel

Approved November 26, 1980 (date), by the County Architect, which said set of plans is hereby made a part of this contract.

ARTICLE II

COUNTY hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 60 working days next after the actual date of commencement; and further promises and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and COUNTY and CONTRACTOR for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV

It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has

ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain Resolution, which Resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V

CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the County Architect under them, to wit:

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Base Bid	Lump Sum	$87,464	$87,464

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the year and date first above written.

COUNTY OF YOLO, a Political Subdivision of the State of California

By Robert N. Black
Chairman of the Board of Supervisors
Robert N. Black

CONTRACTOR

Dravis Construction
Rt. 1, Box 879A37
Woodland, CA 95695

By

Licensed in accordance with an act providing for the registration of Contractors, License Number 161054.

ATTEST:

PETER McNAMEE, County Clerk

By
Deputy

Dated

AGREEMENT NO. 81-21

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 27th day of January, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and John Wallace, M.D., California BMQA No. G 37773, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall.
3. COUNTY operates through its Health Services Agency, Public Health Division, a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROVIDER represents he is a State of California Licensed Physician and Surgeon, duly qualified to practice medicine, and has no limitations, suspensions, or restrictions placed on said license or his practices of medicine by the State of California, Board of Medical Quality Assurance and Board of Pharmacy; and that he is certified by the State of California Board of Medical Quality Assurance to supervise a Physician's Assistant.
5. Therefore, COUNTY desires to enter into an agreement with PROVIDER for the rendering of the herein described services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

a. Responsible for the quality of INMATE medical care in COUNTY'S Branch and Main Jails, hereinafter referred to as JAILS.

b. Consult with COUNTY'S herein designated representatives on matters related to PROGRAM compliance in the JAILS with the medical service provisions of the Minimum Standards for Local Detention Facilities promulgated by the State Board of Correction (15 CAC, Section 1161).

c. On behalf of the COUNTY Health Officer, PROVIDER or his designated replacement, who shall be a duly qualified and State of California Licensed Physician and Surgeon, is to be on call twenty-four (24) hours per day for the rendition of medical emergency services or telephone consultation, at the discretion of the physician, to INMATES of the County Jail and persons in the custody of the Sheriff. PROVIDER'S designated replacement shall be approved in advance by the Health Officer of COUNTY in writing.

d. Serves as Supervising Physician for PROGRAM'S Physician's Assistant when the Physician's Assistant is providing health care services in COUNTY'S JAILS. Said supervision of the Physician's Assistant shall be conducted in accordance with regulations of the State of California Board of Medical Quality Assurance and herein described standardized procedures and shall include, as a minimum, assignment to PROVIDER of the responsibility to make all final diagnoses, to issue all prescriptions, to review treatment plans on at least a selected basis.

e. Provide a suitable and qualified replacement, agreeable to perform under the terms and conditions of this agreement, in his absence,

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and to provide one week's advance notice of planned absences to COUNTY'S herein designated representatives.

f. Review and approve or modify all herein described JAIL Diagnosis and Treatment Protocols.

g. Review and consult from time to time with COUNTY'S herein designated representatives concerning the effectiveness and efficiency of the herein described standardized procedures, and herein described Diagnosis and Treatment Protocols.

2. COUNTY'S SERVICE OBLIGATIONS:

a. Provide to COUNTY'S JAIL and JUVENILE HALL, a Physician's Assistant to perform medical care services as defined and authorized, and to the maximum extent of that authorization, by the Business and Professions Code, Section 3500 et seq. Said services shall be conducted in accordance with herein described standardized procedures and shall include as a minimum assignment to the Physician's Assistant for the JAILS aspect of PROGRAM, the responsibility to perform examinations, make preliminary diagnoses subject to the review of PROVIDER, recommend prescriptions to the PROVIDER, and formulate treatment plans subject to the selective review of PROVIDER. This Physician's Assistant will be further responsible for the medical supervision of assigned and hereinafter described Licensed Vocational Nurses.

b. Provide to COUNTY'S JAILS and JUVENILE HALL Licensed Vocational Nurses in such arrangements of staff time within PROGRAM'S authorized strength as are assigned by the Physician's Assistant, to administer medications.

c. Designate hereinafter representatives for the purpose of performing the herein described consultation and administrative functions.

d. Administer PROGRAM.

3. COUNTY'S DESIGNATED REPRESENTATIVES.

a. COUNTY'S designated representatives for consultation are the PHYSICIAN'S ASSISTANT, the Director of Public Health, and the Health Department's Public Health Physician.

b. COUNTY'S designated representative for PROGRAM administration is the Director of Public Health.

4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized procedures, attached hereto as Exhibit "A", and incorporated herein by reference thereto, governing the working relationship of PHYSICIAN, PHYSICIAN'S ASSISTANT, and LICENSED VOCATIONAL NURSES. These standardized procedures will be reviewed and modified from time to time by COUNTY'S herein designated representatives after consultation with PHYSICIAN. If modified this agreement need not be amended for the modification procedure to be fully binding.

5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis and treatment protocols, attached hereto as Exhibit "B" and incorporated herein by reference thereto, governing the diagnosis and treatment of generally encountered primary care situations, subject to PHYSICIAN'S review and approval or modification insofar as these protocols affect PHYSICIAN'S JAIL responsibilities. If modified this agreement need not be amended for the modification protocols to be fully binding.

6. HOURS OF OPERATION: Unless otherwise modified through the operation of any other provisions of this agreement, services hereinunder are to be rendered Monday through Friday 8:00 a.m. through 5:00 p.m. and for two hours on Saturday and two hours on Sunday.

7. PAYMENT:

a. For services rendered hereinunder from 0001 hours military time Monday to 2400 hours military time Friday of each week during the term of

this agreement COUNTY shall pay PHYSICIAN the sum of SIX HUNDRED FORTY-EIGHT DOLLARS ($648.00) per month as compensation for said services. Not withstanding the foregoing, in the event PHYSICIAN renders said services in excess of twenty-four (24) hours in any one month, he shall be compensated for such hours of services in excess of twenty-four (24) at the rate of THIRTY-FIVE DOLLARS ($35.00) per hour. HOWEVER, in no event shall PHYSICIAN be paid more than SEVEN HUNDRED DOLLARS ($ 700.00) per month for said services.

b. For services rendered hereunder from 0001 hours military time Saturday to 2400 hours military time Sunday of each week during the term of this agreement COUNTY shall pay PHYSICIAN the sum of THIRTY-FIVE DOLLARS ($35.00) for the hour or any fraction thereof and THIRTY-FIVE DOLLARS ($35.00) per hour thereafter in either twenty-four hour period beginning 0001 hours military time Saturday and ending 2400 hours military time Sunday, beginning 0001 hours military time Sunday and ending 2400 hours military time Sunday.

c. The maximum compensation for services rendered under the terms of this agreement shall be FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($5,850.00) per term of this contract.

d. Said payments shall be made by COUNTY to PHYSICIAN upon his submission of a monthly claim to COUNTY detailing hours and dates of service. Said claim shall be countersigned and approved by the Director of Public Health of the COUNTY.

8. RELATIONSHIP OF PARTIES:

a. It is specifically understood and agreed that contractor is an independent contractor and is not subject to the direction and control

of COUNTY except as to final result. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. Contractor agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

9. LIABILITY:

a. Liability will be assessed in accordance with the common law.

b. PROVIDER shall be included on COUNTY'S professional liability coverage as an added insured.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached thereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States Mail, postage prepaid, and addressed to PHYSICIAN or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: The term of this agreement shall commence upon execution and shall terminate on June 30, 1981, unless sooner terminated by either party on thirty (30) days' written notice to the other of such intent.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert N Black
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
DEPUTY

John Wallace MD
John Wallace, M.D.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

FEB - 6 1981

PETER McNAMEE, Clerk
By [illegible]
DEPUTY

AGREEMENT NO. 81-22

THIS AGREEMENT, made and entered into this 3rd day of February, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and LORAINE H. RUSSELL (aka LORAINE CHALMERS), MARGARET H. CRARY and CAROLINE H. HARPER, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY and ELIZABETH HUSTON, and LORAINE H. RUSSELL (aka LORRAINE CHALMERS) entered into a Land Use Contract, Yolo County Agreement No. 70-222 which was recorded in the office of the County Recorder of the County of Yolo.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as Owners and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

4. SUCCESSOR and COUNTY have discovered that there was at the time of the formation of Agreement No. 70-222 an error in the title of Loraine Russell and Elizabeth Huston, hereinafter known as OWNERS, in subject property, and, having discovered that error, SUCCESSOR and COUNTY wish to correct that error and amend their agreement to reflect the corrected title of SUCCESSORS, which corrected title was recorded on September 23, 1976, at Volume 1211, Page 295 of the Official Records of Yolo County in the Office of the County Recorder of Yolo County.

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of Land Use Contract No. 70-222.

2. All notices to be given to OWNER under Land Use Contract No. 70-222 shall be given to SUCCESSOR herein, by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth below:

Margaret H. Crary
8401 East Woodland Road
Tucson, Ariz. 85715

Carolyn H. Harper
1022 East Walnut Avenue
Burbank, CA. 91501

Loraine Chalmers
611 Bartlett Avenue
Woodland, Ca. 95695

3. SUCCESSOR and COUNTY agree that the property to which Land Use Contract No. 70-222 and this successor agreement apply is that parcel of real property described in Exhibit A, which incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Robert N. Black
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Loraine Chalmers
(LORRAINE H. RUSSELL, aka F.K.A.)
LORAINE CHALMERS

Margaret H. Crary
MARGARET H. CRARY

Carolyn H. Harper
CAROLYN H. HARPER

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF YOLO
P. O. BOX 127
WOODLAND, CA 95695
TEL. NO.: (916) 666-8211

FILED
FEB - 9 1981
PETER McNAMEE, Clerk
By [signature] DEPUTY

Bh

AGREEMENT NO. 81-23

(Agreement Amending Agreement No. 80-212 with Gary McCorkle, P.A.)

THIS AGREEMENT, made and entered into this 3rd day of February, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Gary L. McCorkle, California P.A. Certified, hereinafter refer to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to amend agreement No. 80-212, Agreement 9, commencing line 20, page 4 to provide a mechanism for PROVIDER to obtain professional liability through the COUNTY'S Carrier.

AGREEMENTS:

1. Agreement 9, page 4, commencing with line 20 is hereby amended to add a new paragraph c as follows:

   PROVIDER will be added to COUNTY'S professional liability coverage as an additional insured. The cost of this coverage will be borne by PROVIDER by way of an offset of monthly premium cost against PROVIDER'S monthly claim. PROVIDER understands and agrees that this is merely an accomodation which shall not be construed to relieve PROVIDER of those obligations recited heretofore in Agreement 9 a and b.

2. In all other respects Agreement No. 80-212 will remain in full force andeffect for the term thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
CLERK

Gary L. McCorkle PA
GARY L. McCORKLE, PHYSICIAN'S ASSISTANT

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Stolz
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 81-24

(Agreement Amending Agreement No. 80-233 with Davis Free Clinic)

THIS AGREEMENT, made and entered into this 3rd day of February, 1981, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Davis Free Clinic, a non-profit corporation, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. The parties hereto wish to Amend Agreement No. 80-233, agreement 3, paragraph a - c, commencing with line 14 and ending with line 4 on page 5 in order to increase the payments to PROVIDER.

AGREEMENTS:

1. Agreement 3, pargraph a - c, line 14 through line 4 on page 5 of Agreement No. 80-233 is hereby amended to read:

   a. Upon execution of this agreement and presentation of a COUNTY claim form pay to PROVIDER SIX THOUSAND TWENTY-ONE DOLLARS ($6,021), representing an advance of funds for the first quarter of the term of this Agreement.

   b. Upon submission each quarter, in accordance with the time frames of hereinabove recited Agreement 1 b, to COUNTY'S designated representative of an invoice which includes:

      1) A detailing of expenditures in accordance with Exhibit "B" attached hereto and incorporated by reference thereto; and

      2) The statistical report recited herein above in Agreement 1 b; pay PROVIDER SIX THOUSAND TWENTY-ONE DOLLARS($6,021) representing an advance of funds for the second, third, and fourth quarters of the term of this agreement up to the hereinafter

recited in Agreement 3 c maximum.

c. The maximum total payment to PROVIDER for performance under the terms of this agreement will not exceed TWENTY-FOUR THOUSAND EIGHTY-FOUR DOLLARS ($24,084).

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

by Robert N Blank
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY Peter E. Lucas
CLERK

DAVIS FREE CLINIC, a non-profit corporation

BY Lynn Scuri
LYNN SCURI, GENERAL MEDICAL COORDINATOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

BK

MODIFICATION # 81-25

REQUEST FOR MODIFICATION TO CONTRACT # 80-342 REQUEST DATE 1-12-81

CETA TITLE: VI CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: U. C. Davis MOD # 001

Changes herein will have the following effect on federal government funds in this contract

[ ] Unchanged [ ] Increased by $ [X] Decreased by $ 9,892

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To standardize the job titles of CETA workers to 5 Assistant II's and 10 Assistant II Trainees.

To adjust the federal wage to equal the average wage of $736/month.

To decrease the contract as 8 positions were vacant for October and November.

MODIFICATION

The attached Operating Budget and worksheets supercede those currently in the contract.

FILED

MAR - 2 1981

PETER McNAMEE, Clerk

By Anne M. Calvin

DEPUTY

$132,668
New grant total and fixed price

Signature of program operator 2-24-81
Date

Recommendation and/or comments by staff: [X] Approve [ ] Disapprove

Recommendation of the MAPC: [X] Approve [ ] Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

[ ] Request for modification denied.

[X] Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Robert M. Blair FEB - 3 1981
Signature of Authorized Officer Date

10-1-80
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

[ ] ORGINAL [X] REVISION NO. 001

DATE 1-12-81

Subgrantee Name and Address:
University of California, Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Bobbie Hasselbring
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						5,824			5,824
NOV.						5,824			5,824
DEC.						12,102			12,102
JAN.						12,102			12,102
FEB.						12,102			12,102
MAR.						12,102			12,102
APR.						12,102			12,102
MAY						12,102			12,102
JUNE						12,102			12,102
JULY						12,102			12,102
AUG.						12,102			12,102
SEPT.						12,102			12,102
TOTAL						132,668			132,668

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			5,152	672				5,824
NOV.			5,152	672				5,824
DEC.			11,050	1,052				12,102
JAN.			11,050	1,052				12,102
FEB.			11,050	1,052				12,102
MAR.			11,050	1,052				12,102
APR.			11,050	1,052				12,102
MAY			11,050	1,052				12,102
JUNE			11,050	1,052				12,102
JULY			11,050	1,052				12,102
AUG.			11,050	1,052				12,102
SEPT.			11,050	1,052				12,102
TOTAL			120,804	11,864				132,668

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Fiscal Officer — Date 1/28/81

Signature

CETA Director — Date 1/28/81

YC 106 (10-79)

500 FIRST STREET
WOODLAND, CA 95695

VI SUSTAINMENT
Modification
Contract # 80-342

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: VI SUSTAINMENT
3. Position Title: ASSISTANT II
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 835.00	$ ~~736.00~~ 746.00
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security.....%.....	$	$
b. Medical Insurance	$ 44.00	$ 39.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
___ X ___ X ___ = ...	$ 9.00	$ 8.00
f. Mileage		
___ miles @ ___ per mile.....	$	$
g. Other (specify)		
Life Ins.	1.00	1.00
Non-Ind. Disability	$ 2.00	$ 2.00
Accrued Vacation	$ 52.00	$ 45.00
10. Total Fringe Benefits Cost	$ 108.00	$ 95.00
11. Total Position Cost	$ 943.00	$ ~~831.00~~ 841.00

12. Anticipated Salary Increases * see attachment

a. Cost of Living		
___% Effective Date ___	$	$
___% Effective Date ___	$	$
b. Step Increases		
___% Effective Date ___	$	$
___% Effective Date ___	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)
Retroactive to 10-1-80

a. Wages	$	$
b. Fringe Benefits	$	$
c. Total	$	$

14. Number of Positions Being Requested 1.

15. Prepared By: BOBBIE HASSELBRING

(YC 10)

U..C DAVIS
Asst. II modification
VI sustainment contract # 80-342

This VI sustainment participant will transition 5/81 (before 7/81 cost of living increase). If slot is refilled, salary will revert to $745.00/mo.

10/80 - 6/81 (8 months)		
Wages @ $835/mo.	=	$6,680
Fringes @ $835/mo.	=	864
TOTAL		$7,544

6/81 - 9/30/81 (if refilled)		
Wages @ $745/mo. ($820.00 after 7-1-81)	=	$3205
Fringes " " " " "	=	411
TOTAL		$3,316

500 FIRST STREET
WOODLAND, CA 95695

VI SUSTAINMENT
MODIFICATION
CONTRACT # 80-342

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name:
3. Position Title: ASSISTANT II
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 789.00	$ 736.00
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... ____ %	$	$
b. Medical Insurance	$ 41.00	$ 39.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X _____ X _____ = ...	$ 8.00	$ 8.00
f. Mileage ____ miles @ _____ per mile.....	$	$
g. Other (specify) Life Ins.	1.00	1.00
Non-Ind. Disability	$ 2.00	$ 2.00
Accrued Vacation	$ 49.00	$ 46.00
10. Total Fringe Benefits Cost	$ 101.00	$ 96.00
11. Total Position Cost	$ 890.00	$ 832.00

12. Anticipated Salary Increases ($869)

a. Cost of Living		
10 % Effective Date 7-1-80	$ 80	$ 0
____ % Effective Date _____	$	$
b. Step Increases		
____ % Effective Date _____	$	$
____ % Effective Date _____	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)
Retroactive to 10-1-80

a. Wages	$9708	$ 8832
b. Fringe Benefits	$1245	$ 1152
c. Total	$10953	$ 9984

14. Number of Positions Being Requested 1.

15. Prepared By: BOBBIE HASSELBRING

(YC 19

500 FIRST STREET
WOODLAND, CA 95695

VI SUSTAINMENT
MODIFICATION
CONTRACT # 80-342

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name: VI SUSTAINMENT
3. Position Title: ASSISTANT II
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 820.00	$ 736.00
a. Base Salary	$	$ 736.00
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance @ 5.23%	$ 43.00	$ 38.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation @ 1.05% Rate X Expenience Rating X (Salary ÷ 100) ____ X _____ X _____ = ...	$ 9.00	$ 8.00
f. Mileage _____ miles @ _____ per mile.....	$	$
g. Other (specify) Life Ins.	1.00	1.00
Non-Industrial Disability @ .29%	$ 2.00	$ 2.00
Accrued Vacation @ 6.16%	$ 51.00	$ 45.00
10. Total Fringe Benefits Cost	$ 106.00	$ 95.00
11. Total Position Cost	$ 926.00	$ 831.00

12. Anticipated Salary Increases * see attachment

a. Cost of Living		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$
b. Step Increases		
_____ % Effective Date _____	$	$
_____ % Effective Date _____	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)
Retroactive to 10-1-80

a. Wages	$	$
b. Fringe Benefits	$	$
c. Total	$	$

14. Number of Positions Being Requested 2.

15. Prepared By: BOBBIE HASSELBRING

U.C. Davis
Asst. II modification
VI Sustainment Contract # 80-342

These VI sustainment participants will transtion 5/81 (before 7/81 cost of living increase). If slots are allowed to be refilled, salaries will be at $745.00/mo.

10/80 - 6/80 (8 mos.)		
Wages @ $820/mo.		$6560
Fringes	=	848
TOTAL		$7,408

6/81 - 9/30/81 (if refilled)		
Wages @ $745/mo. ($820 atter 7-1-80)	=	$3205
Fringes " " " " " " "	=	411
TOTAL		$3,616

500 FIRST STREET
WOODLAND, CA 95695

MODIFICATION
VI SUSTAINMENT
contract # 80-342

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: ASSISTANT II
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 760.00	$ 736.00
a. Base Salary	$	$ 736.00
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... %	$	$
b. Medical Insurance 5.23	$ 40.00	$ 39.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation 1.05%		
Rate X Expenience Rating X (Salary ÷ 100)		
X X = ...	$ 8.00	$ 8.00
f. Mileage		
miles @ per mile.....	$	$
g. Other (specify)		
Life Ins. @ .10%	1.00	1.00
Non-Ind. Disability @ .29%	$ 2.00	$ 2.00
Accrued Vaction @ 6.16%	$ 47.00	$ 45.00
10. Total Fringe Benefits Cost	$ 98.00	$ 95.00
11. Total Position Cost	$ 858.00	$ 831.00
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date 7-1-80	$ 75	$ 0
% Effective Date	$	$
b. Step Increases		
% Effective Date	$	$
% Effective Date	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981) Retroactive to 10-1-80		
a. Wages	$9345	$ 8832
b. Fringe Benefits	$1203	$ 1140
c. Total	$10548.	$ 9972

14. Number of Positions Being Requested 1.

15. Prepared By: BOBBIE HASSELBRING

(YC 1)

500 FIRST STREET
WOODLAND, CA 95695

VI SUSTAINMENT
MODIFICATION
Contract # 80-342

INDIVIDUAL BUDGET

1. Name of Agency: U.C. DAVIS
2. Title VI Project Name:
3. Position Title: ASSISTANT II TRAINEE
4. Date Submitted: 12-12-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 745	$ 736
a. Base Salary	$	$
b. Additional Holiday Pay	$	$
c. Additional Shify Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits	$	$
a. Social Security..... ____ %	$	$
b. Medical Insurance	$ 39.00	$ 39.00
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers'Compensation		
Rate X Expenience Rating X (Salary ÷ 100)		
____ X ____ X ____ = ...	$ 8.00	$ 8.00
f. Mileage		
____ miles @ ____ per mile.....	$	$
g. Other (specify)		
	1.00	1.00
	$ 2.00	$ 2.00
	$ 46.00	$ 46.00
10. Total Fringe Benefits Cost	$ 96.00	$ 96.00
11. Total Position Cost	$841.00	$ 832.00

12. Anticipated Salary Increases ($820)

a. Cost of Living		
10 % Effective Date 7-1-80	$ 75	$ 0
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages Retroactive to 10-1-80	$ 9165	$ 8832
b. Fringe Benefits	$ 1152	$ 1152
c. Total	$ 10317	$ 9984

14. Number of Positions Being Requested 10

15. Prepared By: BOBBIE HASSELBRING

(YC 1